



https://tulsaworld.com/news/local/business/frank-lloyd-wright-preservation-group-opposes-sale-of-price-tower-artifacts/article_c06631e0-4248-11ef-a45c-83ad0098c16d.html

ALERT

TOP STORY

Frank Lloyd Wright preservation group opposes sale of Price Tower artifacts

Jul 22, 2024

By James D. Watts Jr.

Tulsa World Scene Writer

By Mike Simons

Tulsa World Staff Photographer

James D. Watts Jr. , Mike Simons

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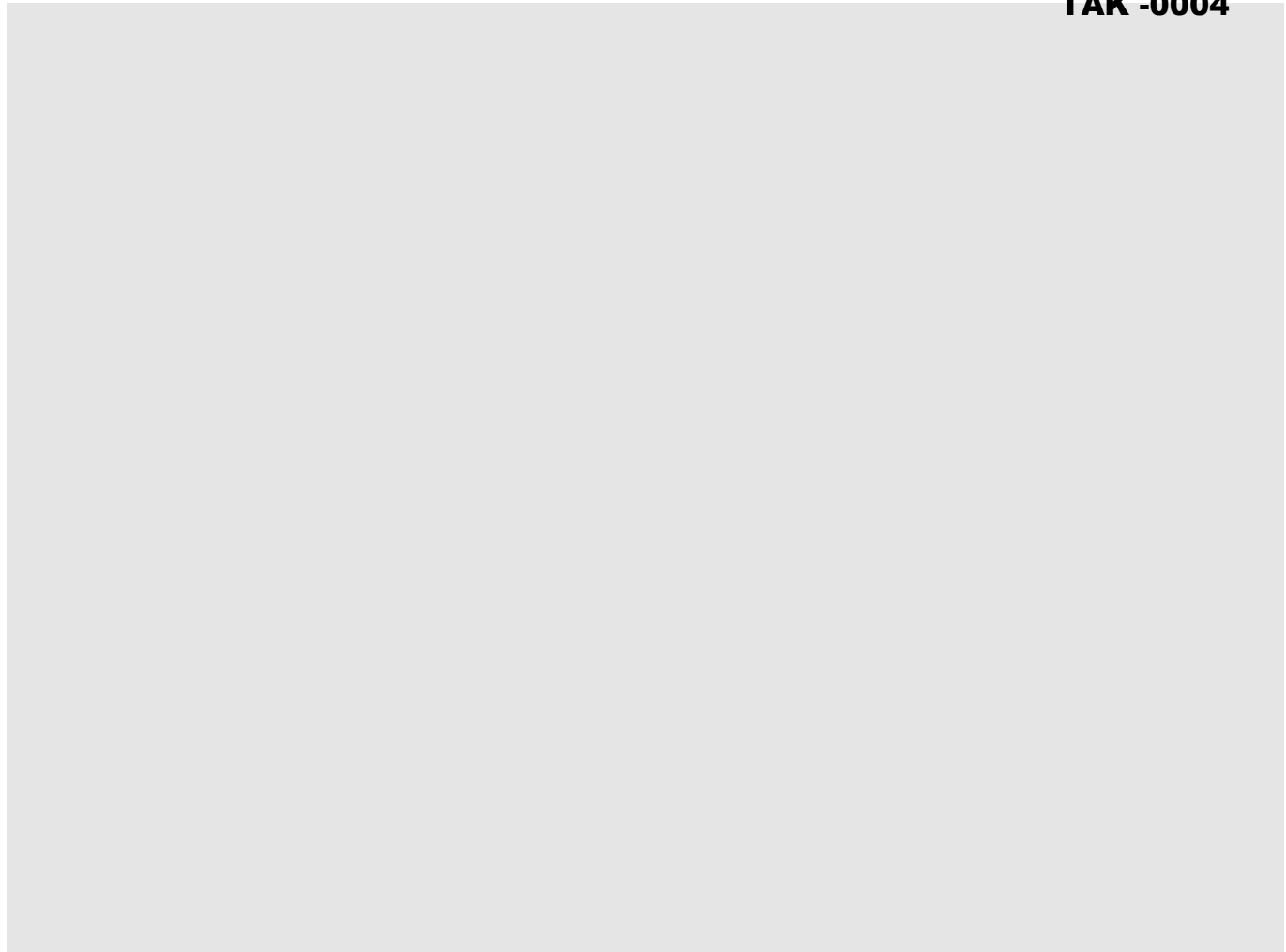
The phrase is a reference to how Wright designed the 19-story building, with the four centrally located elevators serving as the building’s “trunk,” and the cantilevered floors as the “branches.” Even the building’s external color scheme — cream-colored concrete and copper panels that quickly took on a green patina — underscores the arboreal concept of the building.

It also refers to the fact that the tower had originally been designed to be built in New York City, where it would have been just one more skyscraper among many. In a place such as Bartlesville, however, a building such as the Price Tower would dominate that city's skyline for decades to come.

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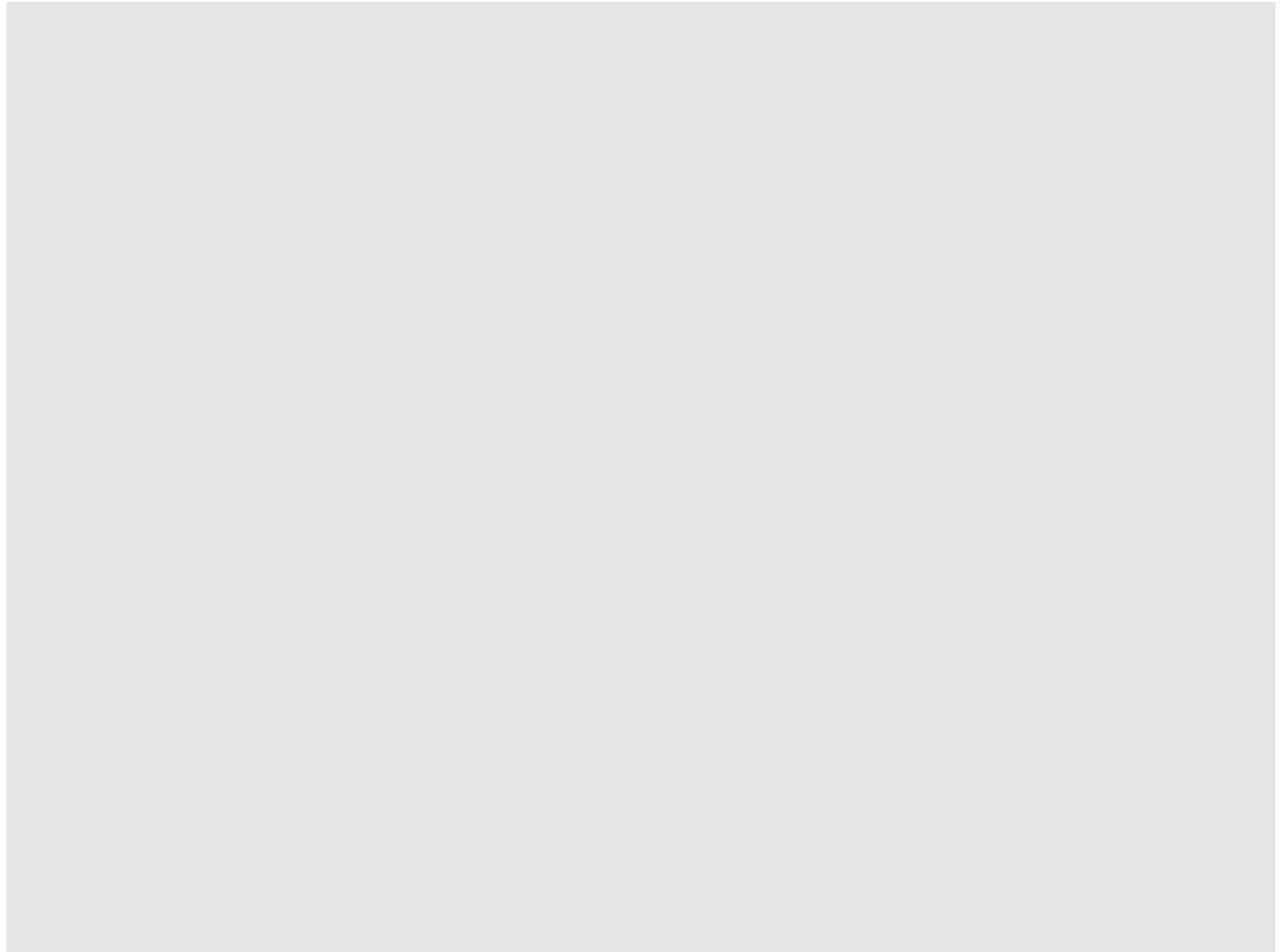
Mike Simons, Tulsa World

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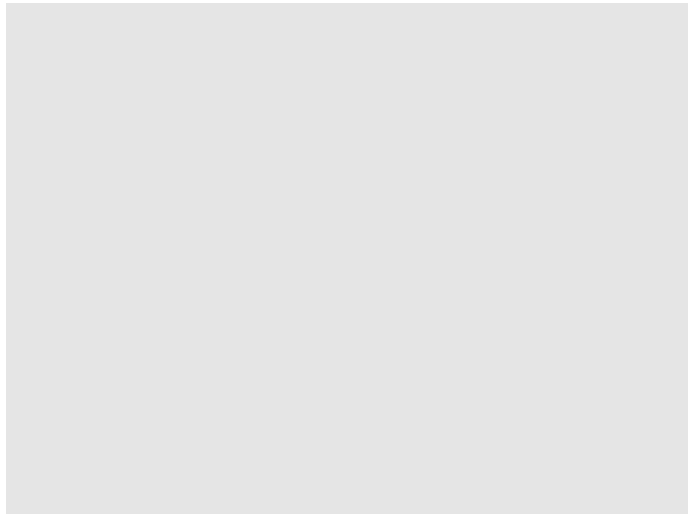


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Mike Simons, Tulsa World

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“We had about 10 properties in our nomination,” said Barbara Gordon, executive director of the conservancy. “Ultimately we had to eliminate some of the buildings, and the Price Tower was one of those eliminated, even though it is a building of great significance.”

As part of this process, the Price Tower Arts Center, the nonprofit organization that at the time was running the Price Tower, “donated to our organization a preservation easement,” Gordon said.

A preservation easement, as described on the conservancy’s website (**savewright.org**), is “a legal agreement between a property owner and a qualified easement-holding organization” and helps to ensure “that future owners will be legally required to conform with the protections contained in the easement, limiting alterations that can be made to the property.”

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Exterior copper paneling is among the items the new owner of the Price Tower is selling to generate funding for continued operation of the Bartlesville landmark designed by Frank Lloyd Wright.

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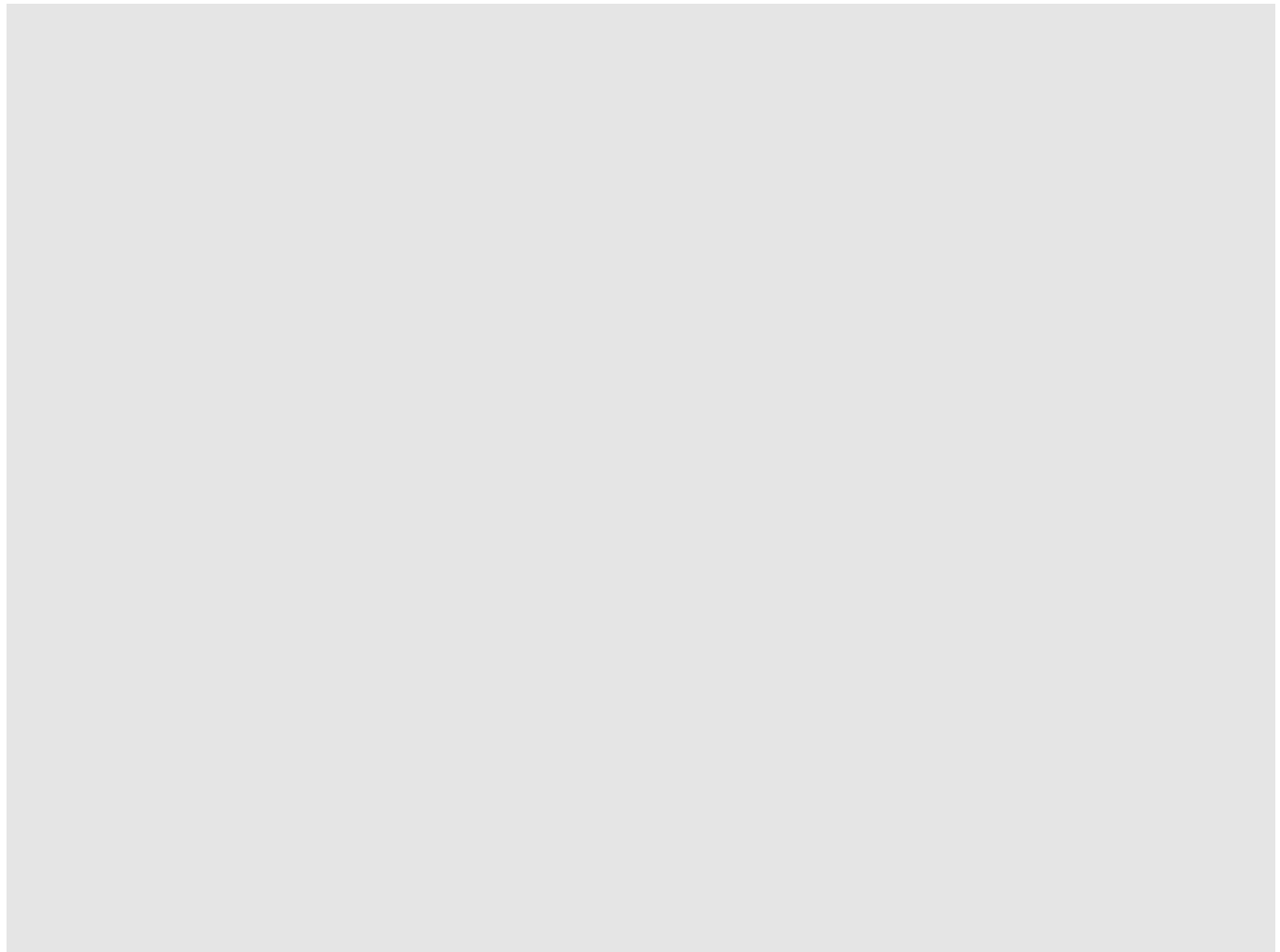
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Blanchard declined to reveal how much debt Copper Tree assumed when it bought the building but said: “There were some guaranteed loans (outstanding), and our agreement was to service those loans. We got the funding to pay those off, but even

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The decision to sell off items from the collection, Blanchard said, was the result of "a financing challenge that kind of came to a head at the end of April. I can't go into details about it, but I had to make a tough decision."



H.C. Price's office is pictured in Price Tower in Bartlesville. Among the items from the Frank Lloyd Wright-designed skyscraper that have been listed for sale: one of its distinctive office chairs with a hexagonal seat and cushion — for \$88,000.

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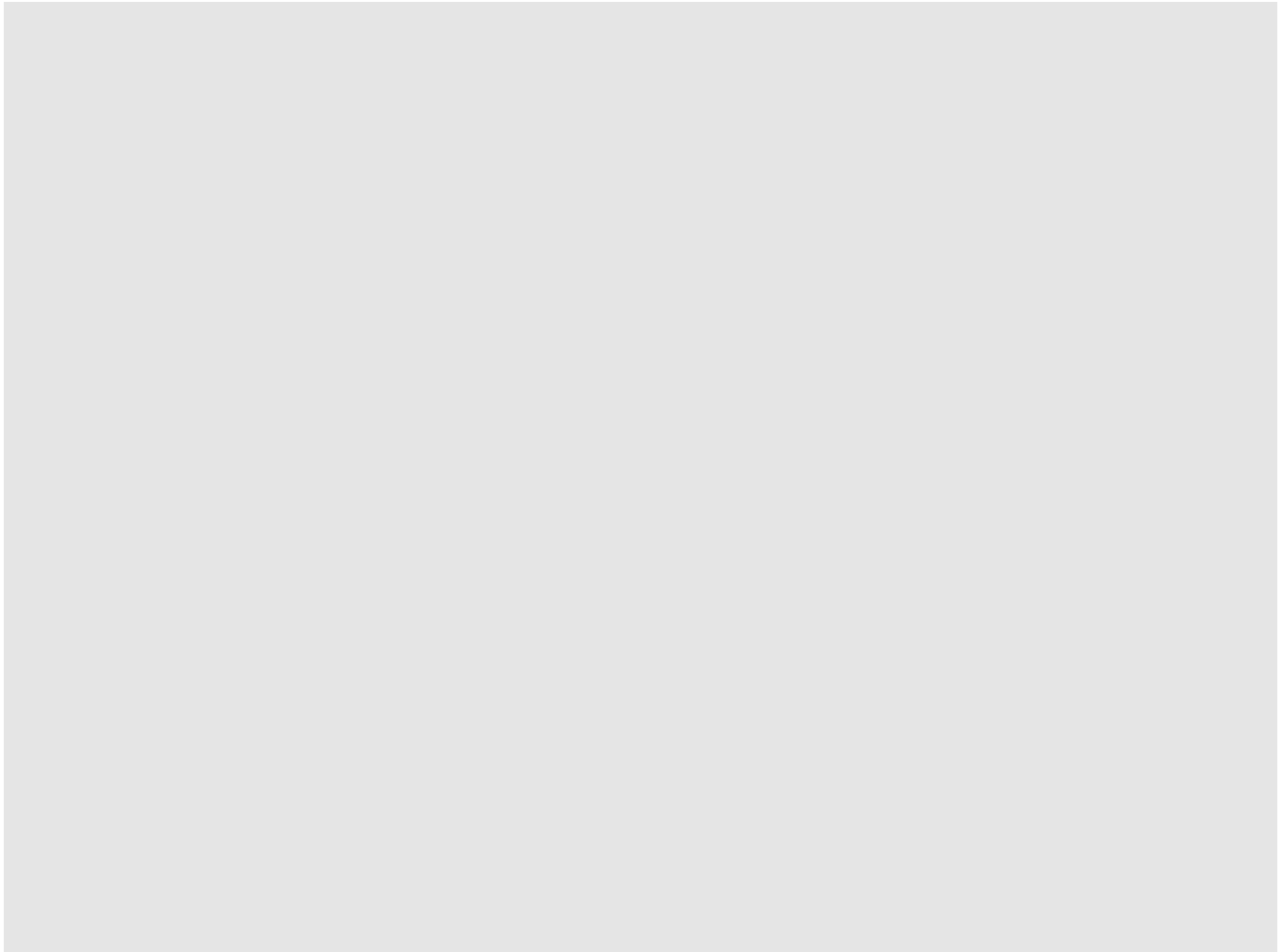
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Blanchard said she reached out to 20c Design, a Dallas store specializing in midcentury-modern furniture, about items that could be sold. 20c Design is one of the companies that sells goods through the 1stDibs website.

“I was at least able to feel comfortable about the decision because 20c Design is one of the world leaders in midcentury artifacts,” Blanchard said. “They care as much about preservation and restoration as anybody I’ve ever met.”

20c Design did not return repeated calls for comment on this story.

According to Blanchard, 20c Design also took possession of some other items from the Price Tower collection, including the gate to Shin’enKan, the Bartlesville house designed by Tulsa architect Bruce Goff for Joe Price, the son of H.C. Price, the Bartlesville oilman who had commissioned Wright to design Price Tower, which would serve, in part, as his company’s headquarters. **Shin’enKan was destroyed by fire on Dec. 26, 1996.**



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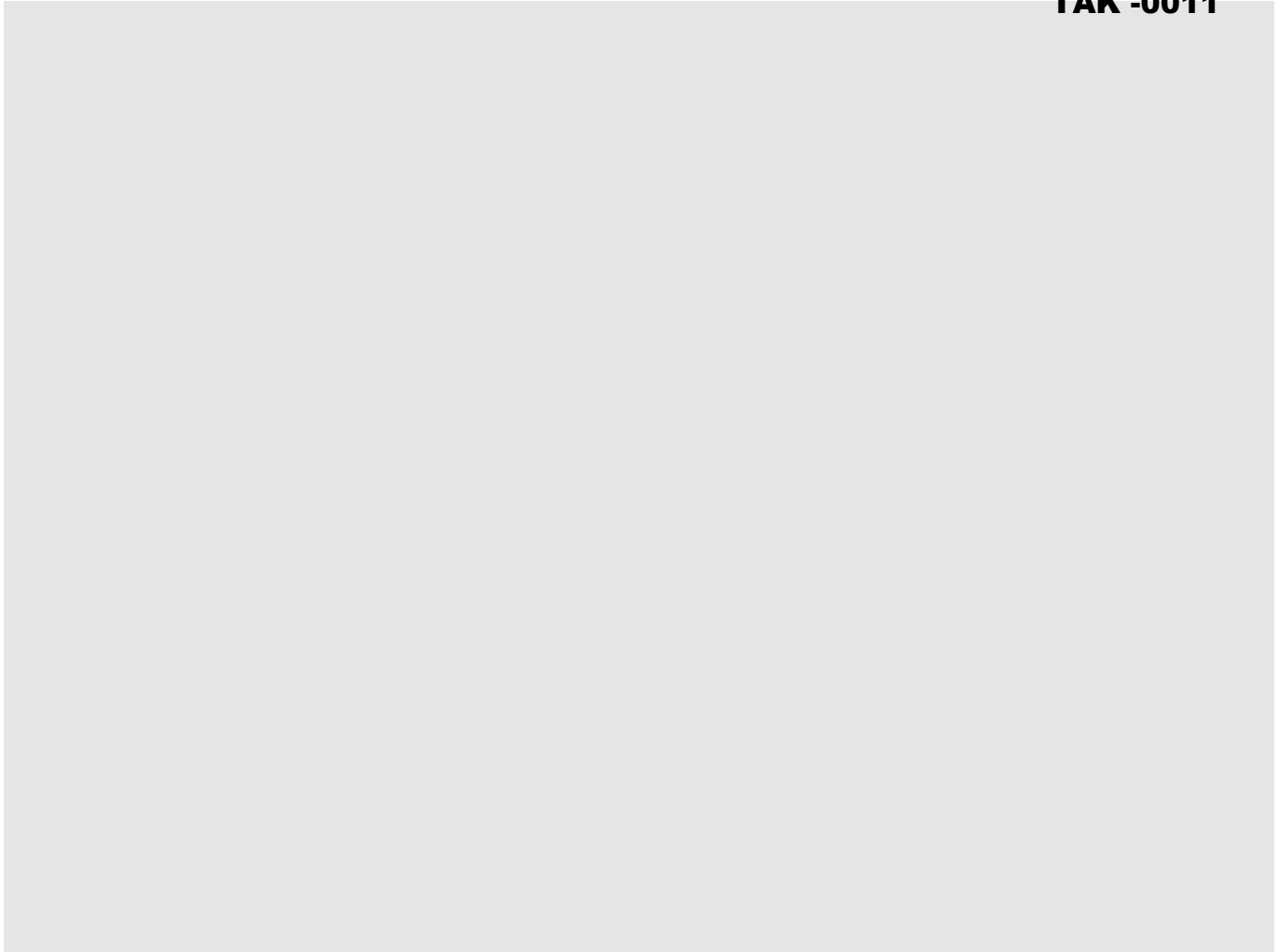
This is not the first time items from the Price Tower have gone on the auction block. In 2019, Heritage Auctions in Dallas included a number of Wright-designed pieces from the Bartlesville landmark in one of its sales.

The pieces sold included everything from wastebaskets, which fetched \$3,000 each, to a desk that sold for about \$7,000. The auction lot also included one of the exterior copper panels, which sold for \$41,000; office chairs that earned between \$10,000 and \$20,000; and one of the copper tables, which topped out at more than \$35,000.

In a 2019 interview with the Tulsa World, Brent Lewis, design director at Heritage Auctions, said the Wright pieces were from the personal collection of Carolyn Price, who died in 2018. She was the daughter-in-law of H.C. Price Sr.

“She had donated her collection back to the Price Tower,” Lewis said. “And since her collection contained duplicates of items the Price Tower already had in its collection, they decided to put them up for auction.”

Blanchard said: “I know the nonprofit (that formerly ran the Price Tower) sold hundreds of artifacts for thousands of dollars. And I don’t blame them for having to make those tough choices, because they were in the same situation, only it was more extreme.



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“Also, they ran everything like a nonprofit rather than as a business,” she said. “And this is a very expensive place to maintain.”

One reason is because the Price Tower houses a number of individual businesses, including the boutique hotel Inn at the Price Tower; the bar Copper; a design museum that has recreated some floors to how they looked in the late 1950s; and an art gallery that showcases regional artists.

Questions over items specifically protected by easements

Blanchard said she wondered why the Frank Lloyd Wright Building Conservancy did not raise objections to the past sales of items from the Price Tower.

Gordon said the Conservancy did speak with those in charge of the Price Tower at the time of the 2019 auction.

“The items they put up for sale were things of which the Price Tower had multiples, so that wasn’t concerning to us,” she said. “We also understood their need to (sell the items).

“We met with the new owners, and we told them, ‘Here are the easements; here are the items that you need to talk with us about before anything happens,” Gordon said. “We knew that they were selling items from their Bruce Goff collection, which isn’t a concern of ours. But a number of items the current owners were selling are one-of-a-kind items that need to go back into the collection.”

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"We did have a meeting with them, and they did not tell us that the items were being sold," Gordon said. "These are one-of-a-kind items that we would never have allowed to be sold.

"We have, in the last few weeks, sent legal letters to stop the sale of these items," she said. "(20c Design) has taken the items off their website, but right now we're in limbo as to when they might be returned."

Blanchard said: "We have a very different opinion about the status of the easement. I was advised not to talk too much about it, but I do want to say that the easement is specifically between two nonprofits. Our legal team and other legal teams we've worked with throughout the 16 months that we've owned (the Price Tower) agree that the terminology in the easement does not give the conservancy the oversight that they are claiming that it does.

"We are a for-profit, private company," Blanchard said. "This means that the collection is owned by a private corporation now. That being said, I believe we have walked in the spirit of what the conservancy represents (and that) we are working diligently to keep the preservation of the tower at the forefront of all our decisions."

"I kind of equate this situation with that of the Shel Silverstein book, 'The Giving Tree,'" Gordon said. "It's like, people keep selling off parts of it in order to sustain it, until it'll have nothing left to give. And that's not what we want here."

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FEATURED TOP STORY EDITOR'S PICK TOPICAL

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Frank Lloyd Wright's Price Tower is framed by the sculpture "Native Color In Unity Square" by Amie J. Jacobsen. In N building from the Price Tower Arts Center nonprofit.

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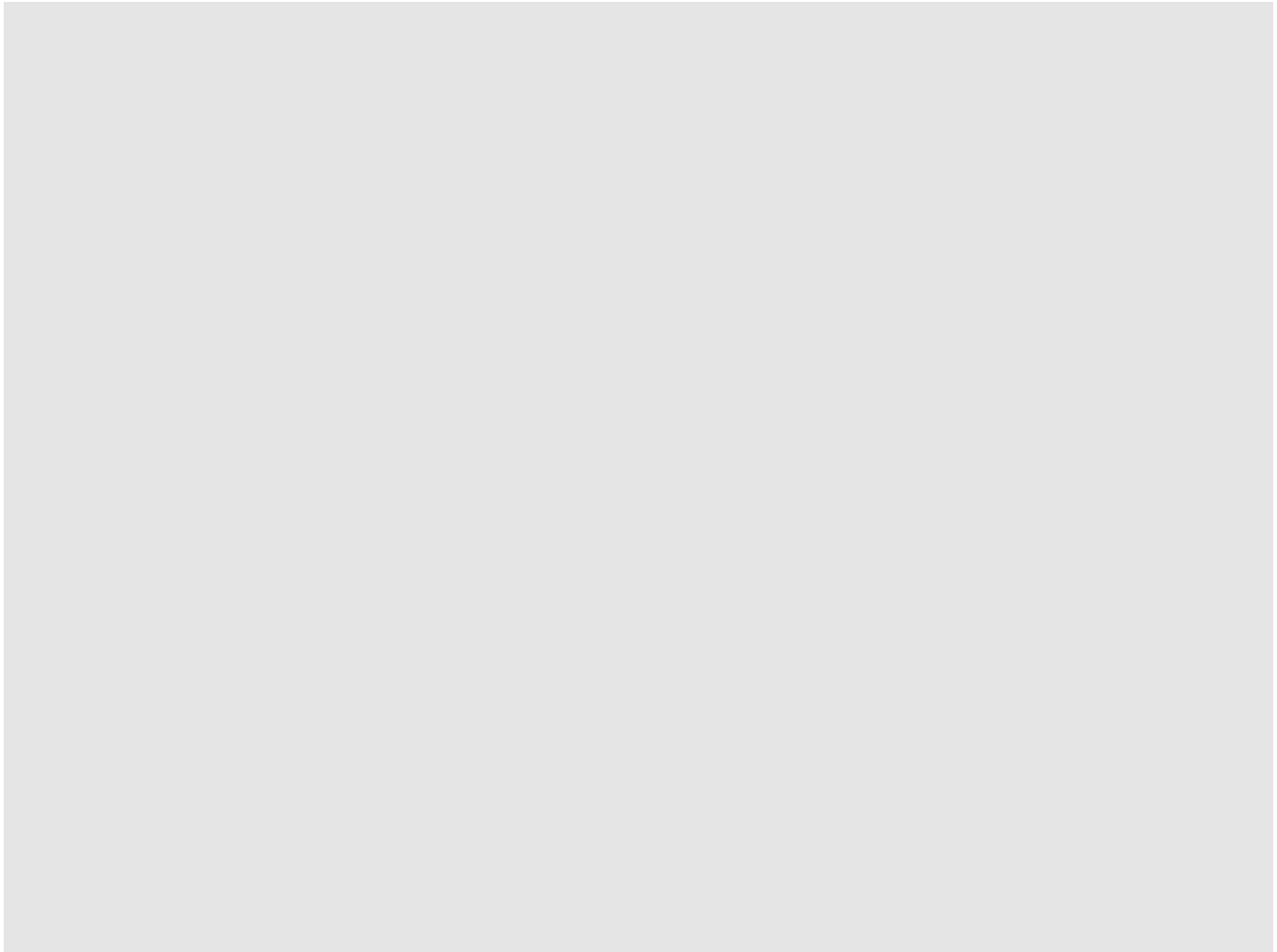
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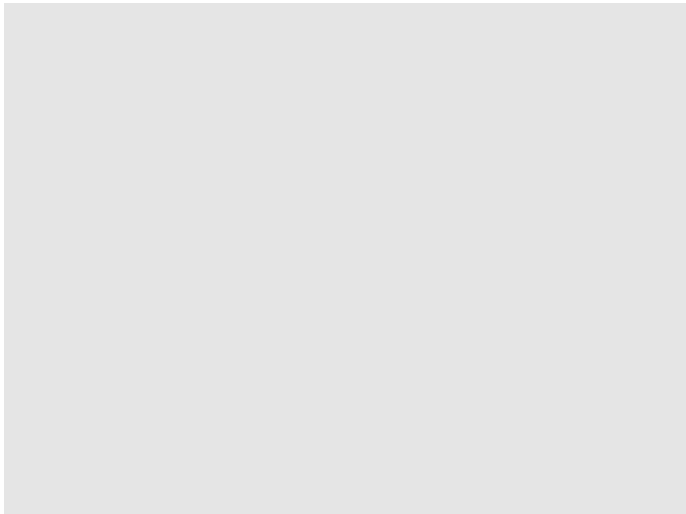


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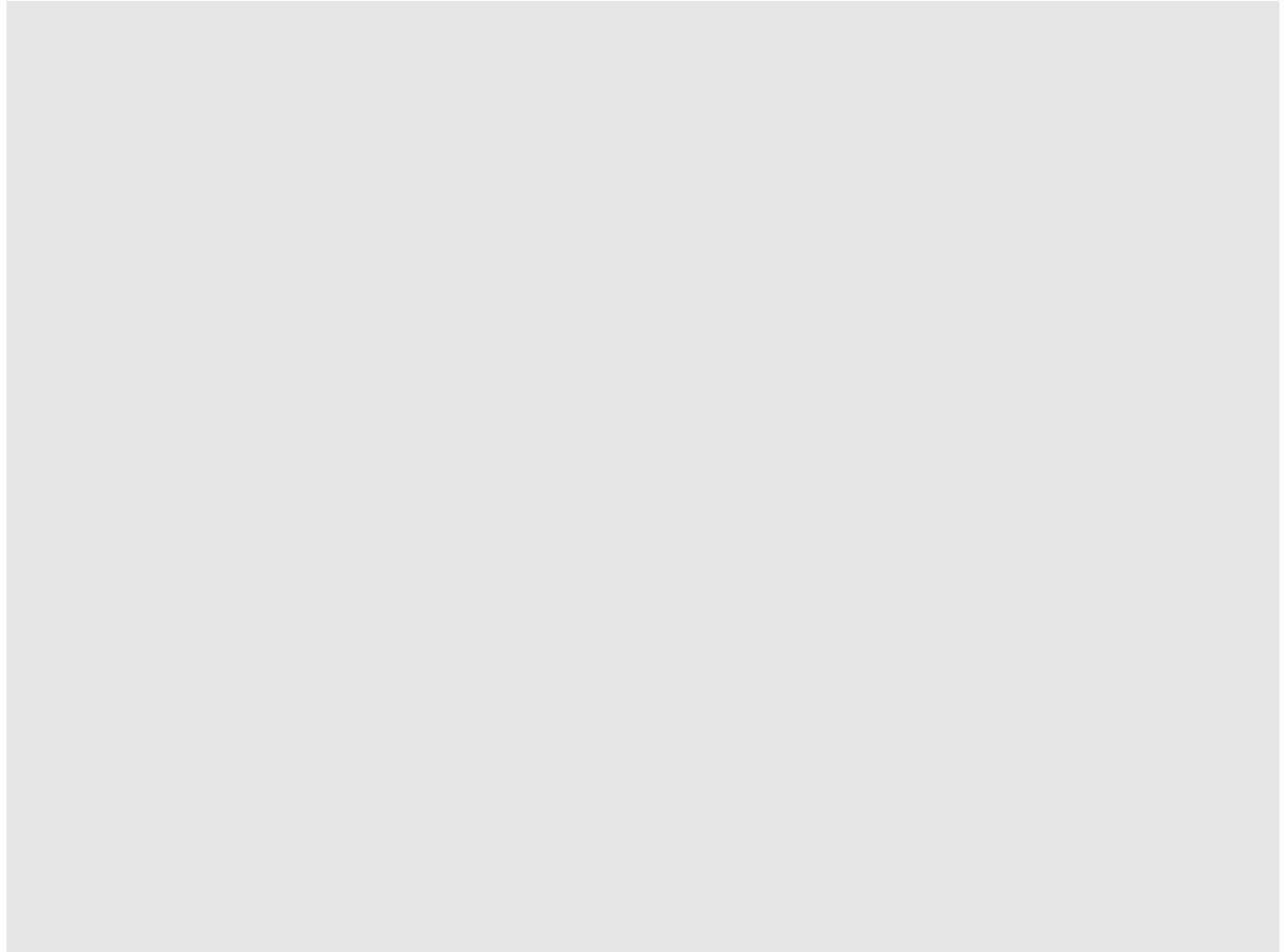
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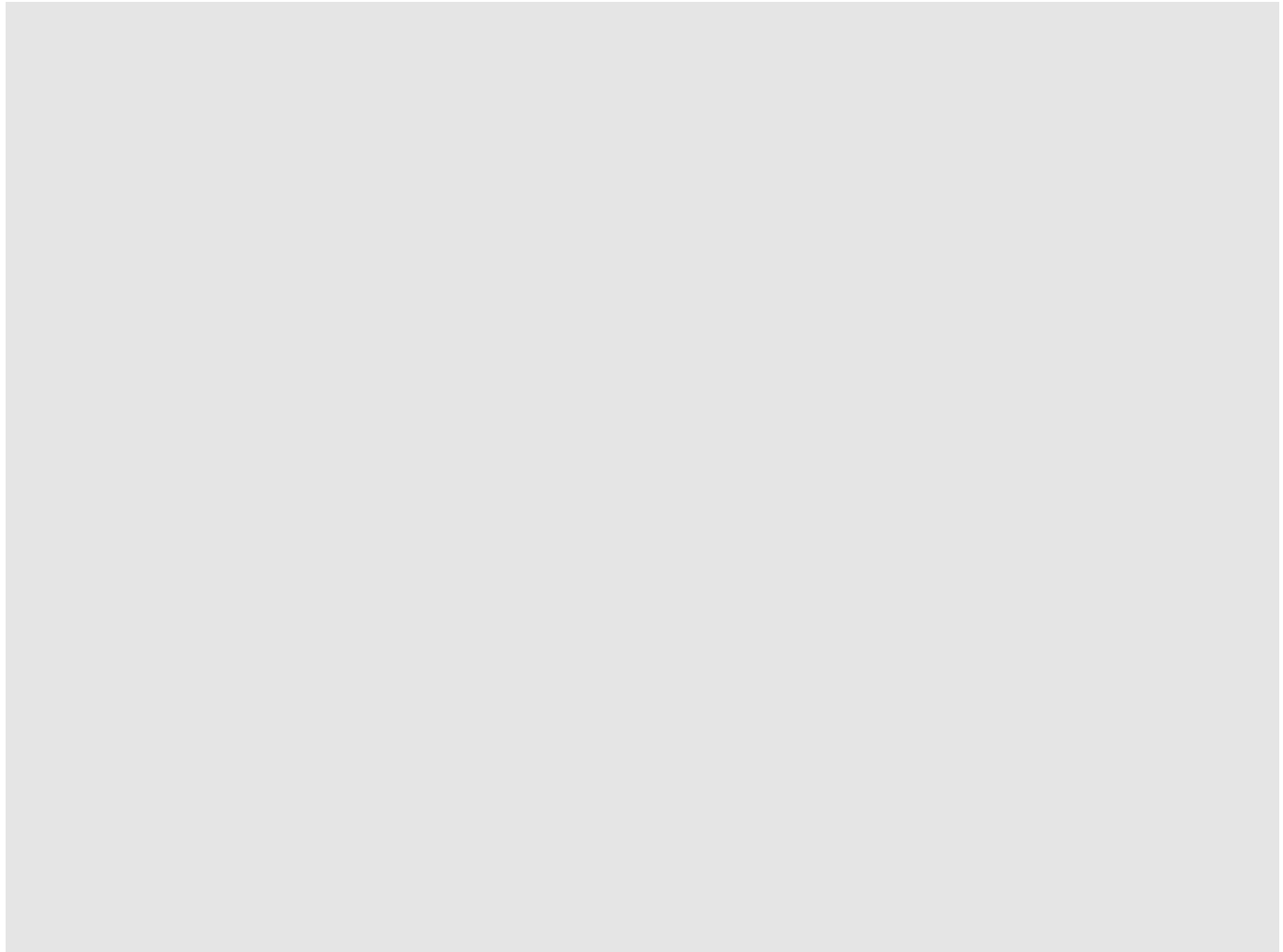
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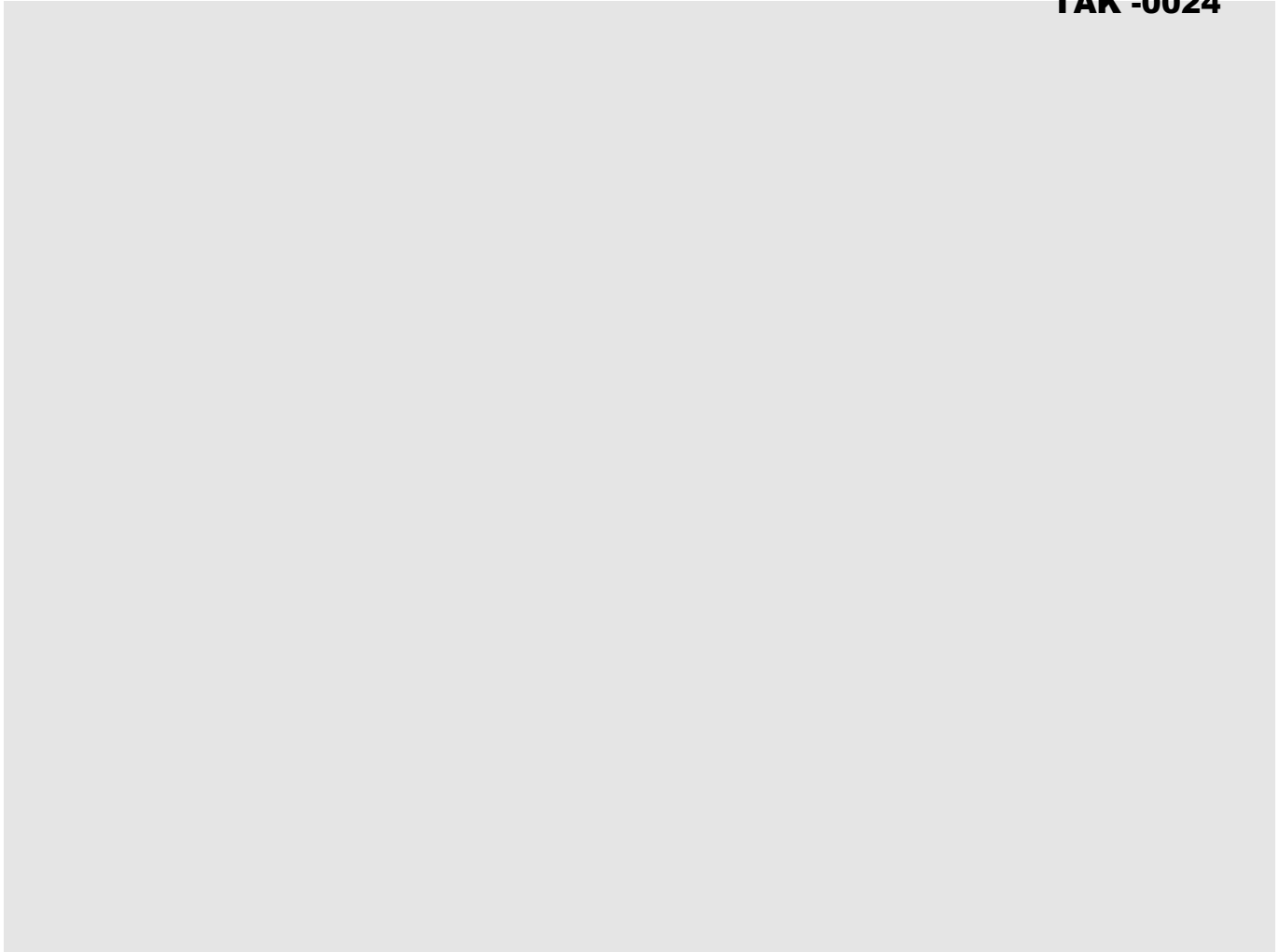
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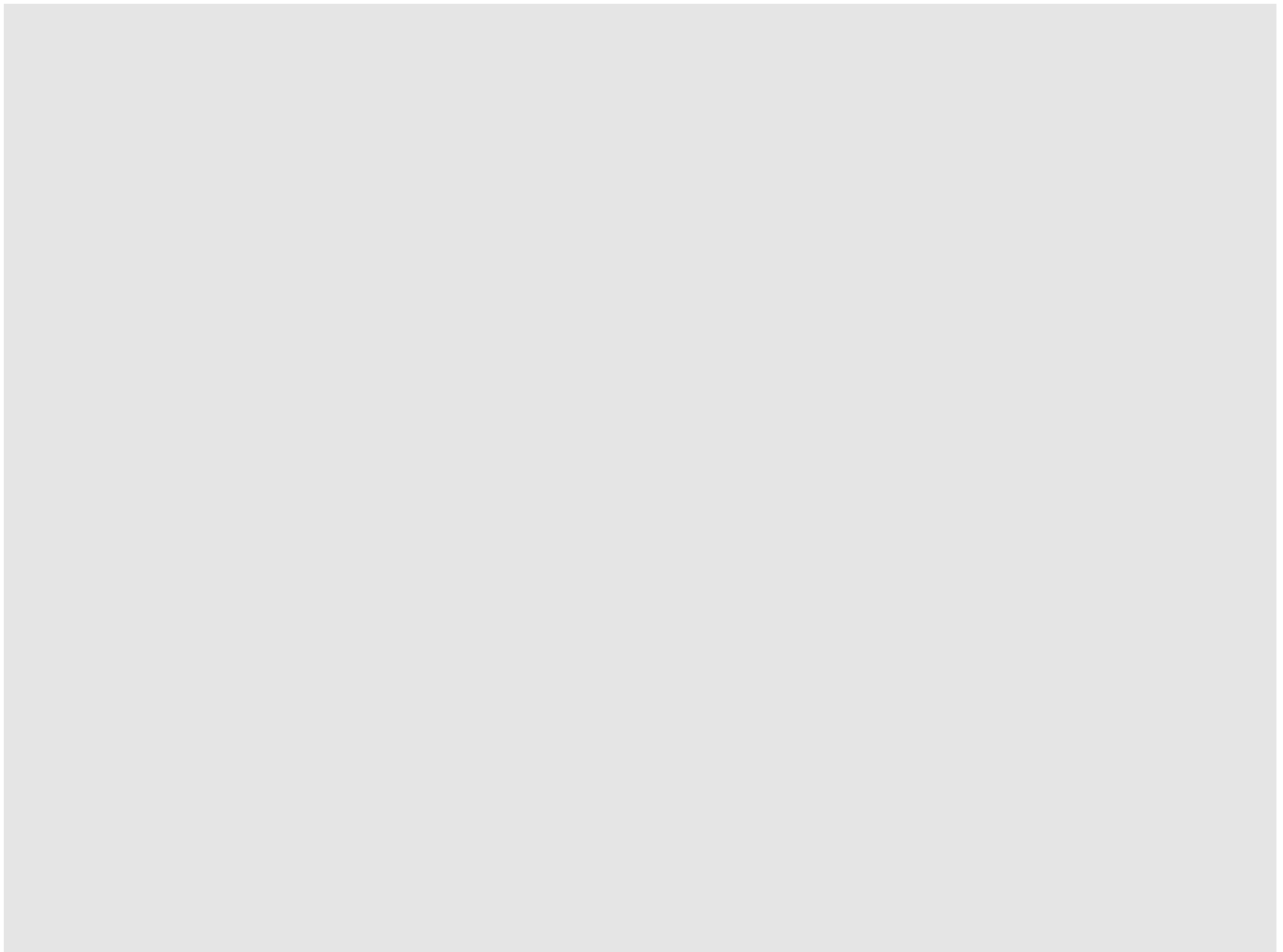
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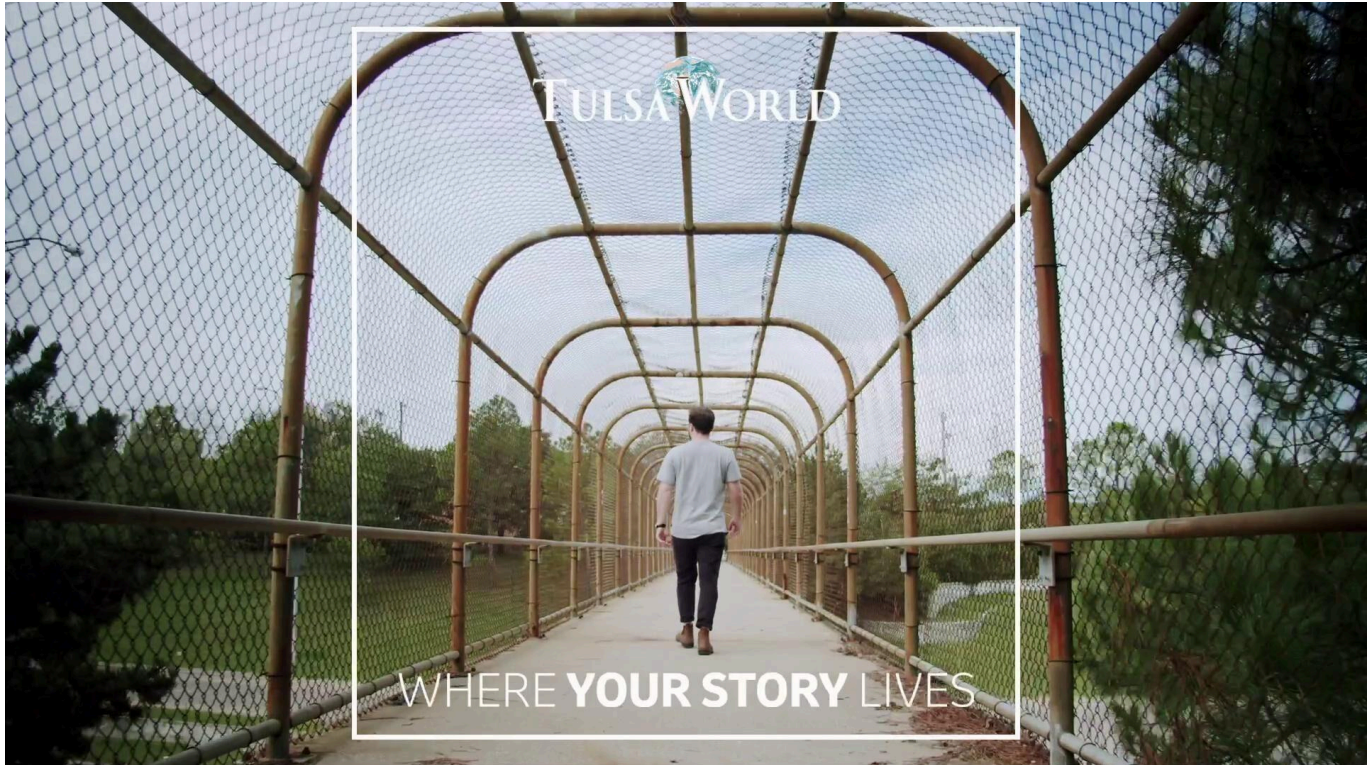
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james.watts@tulsaworld.com

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TAK -0028

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PRICE TOWER ARTS CENTER INC
510 S DEWEY AVE
BARTLESVILLE, OK 74003

ARVEST BANK
81-87/829

06/21/23

PAY TO THE
ORDER OF

US Small Business Administration \$3846.00
three thousand eight hundred forty six and no/100 DOLLARS

MEMO

Loan# 2564207904

Donna Keffer
AUTHORIZED SIGNATURE

⑈001167⑈ ⑆082900872⑆ 0027966651⑈

PRICE TOWER ARTS CENTER INC

1167

TAK -0029

U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION

LOAN NUMBER:

2564207904 PRICE TOWER ARTS CENTER

STATEMENT DATE

06/06/23

PAYMENT DUE DATE	INSTALLMENT AMOUNT	AMOUNT NOW DUE
12/12/22	0.00	3846.0

DATE OF LAST PAYMENT	AMOUNT OF LAST PAYMENT	AMOUNT TO PRINCIPAL	AMOUNT TO INTEREST	PRESENT PRINCIPAL BALANCE
	0.00	0.00	0.00	0.00

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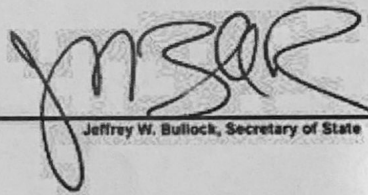
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COPPER TREE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF MARCH, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COPPER TREE, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

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SR# 20230897814

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Date: 03-08-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY DECLARATIONS CHANGES

Attached To and Forming Part of Policy 0100236302-0	Effective Date of Endorsement 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	Named Insured Copper Tree, Inc. and Green Copper Holdings, LLC
Additional Premium: \$0		Return Premium: \$0

Policy Change Number: 1

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The following item(s):

X	Named Insured	Insured's Mailing Address
	Policy Number	Company
	Effective/Expiration Date	Insured's Legal Status/Business of Insured
	Retroactive Date	Premium Basis
	Additional Interested Parties	Coverage Form and Endorsements
	Limits/Exposures	Deductibles
	Covered Property/Located Description	Classification/Class Codes
	Rates	Description of Operations
	Broker of Record	Increase/Decrease in Policy Values
	Company Fee Amendment	Location Address
	Extended Reporting Period Endorsement	

is (are) changed as shown {See Additional Pages(s)}:

The above amendments result in a change in the premium as shown above.

<input type="checkbox"/>	If this box is checked, any additional premium shown above is considered non-refundable as of the effective date of the endorsement.
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POLICY CHANGES ENDORSEMENT DESCRIPTION

Amend Named Insured to: Copper Tree, Inc. and Green Copper Holdings, LLC

Signed By:



Premium \$0.00
Company Fee \$0.00
Broker Fee \$0.00
Inspection Fee \$0.00
State Tax \$0.00
Total \$0.00

(Authorized Representative)

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**"SUCH CONTRACTS ARE NOT SUBJECT TO THE PROTECTION OF ANY GUARANTY
ASSOCIATION IN THE EVENT OF LIQUIDATION OR RECEIVERSHIP OF THE INSURER." -
Brown and Riding Insurance Services, Inc., SL License #15145**

KINSALE INSURANCE COMPANY

2035 Maywill Street, Suite 100

Richmond, VA 23230

DECLARATIONS - PRIMARY PROPERTY POLICY

Policy Number: 0100236302-0
Producer Number: 15905
Name and Address: Brown & Riding - Tampa, FL
4221 West Boy Scout Blvd, Suite 190
Tampa, FL 33607

NAMED INSURED:	Copper Tree Inc
MAILING ADDRESS:	510 S Dewey Bartlesville, OK 74003
POLICY PERIOD:	FROM 04/21/2023 TO 04/21/2024 at 12:01 AM at the address of the named insured as shown above.

LIMITS OF LIABILITY

LOSS LIMIT PER OCCURRENCE	\$5,000,000
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If no Loss Limit is shown above, the Limit of Liability Per Occurrence is the Limit of Liability for Each Location as shown in the Schedule of Covered Locations and Values below.

SCHEDULE OF COVERED LOCATIONS AND VALUES

Loc #	Bldg #	Complete Address	Building	BPP	Personal Property of Others	Stock	Business Income	Total Values
1	1	510 S. Dewey Ave, Bartlesville, OK 74003	\$13,207,300	\$768,900	\$0	\$0	\$300,000	\$14,276,200
2	1	500 S. Dewey Ave, Bartlesville, OK 74003	\$1,781,690	\$54,921	\$0	\$0	\$0	\$1,836,611

TOTALS:	\$14,988,990	\$823,821	\$0	\$0	\$300,000	\$16,112,811
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DEDUCTIBLES

\$25,000 AOP Per Policy Per Occurrence
3% Wind/Hail Per Location Per Occurrence subject to a \$75,000 minimum

VALUATION AND COINSURANCE

Loc #	Bldg #	Cause of Loss	Physical Damage Coinsurance	Business Interruption Coinsurance	Valuation Type
1	1	Special			Actual Cash Value
2	1	Special			Replacement Cost Value

OPTIONAL COVERAGE PROVIDED (*APPLIES TO BUSINESS INCOME ONLY)

Loc #	Bldg #	*Maximum Period of Indemnity	*Monthly Period of Indemnity	*Extended Period of Indemnity	Agreed Value
1	1		1/12 Monthly Limit		
2	1		1/12 Monthly Limit		

PREMIUM:	\$134,211
MINIMUM EARNED PREMIUM:	REFER TO MINIMUM EARNED PREMIUM ENDORSEMENT
COMPANY FEES:	\$350
TOTAL DUE AT INCEPTION:	\$134,561

ENDORSEMENTS
Refer to ADF4001, SCHEDULE OF FORMS

"SUCH CONTRACTS ARE NOT SUBJECT TO THE PROTECTION OF ANY GUARANTY ASSOCIATION IN THE EVENT OF LIQUIDATION OR RECEIVERSHIP OF THE INSURER." - Brown and Riding Insurance Services, Inc., SL License #15145

Premium	\$134,211.00
Company Fee	\$350.00
Broker Fee	\$750.00
Inspection Fee	\$0.00
State Tax	\$8,118.66
Total	\$143,429.66

NOTICE—WHERE TO REPORT A CLAIM

It is important that losses or claims are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses or claims to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, fax or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

By Fax:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P.O. Box 17008
Richmond, Virginia 23226

Street Address:

2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

PRP1000-1120 - Declarations - Primary Property Policy
 PRP9003-0419 - Notice - Where To Report A Claim
 ADF4001-0110 - Schedule of Forms
 CP1030-0917 - Causes of Loss - Special Form
 PRP2033-1121 - Covered Water Damage Peril Sublimit Endorsement (Special Form)
 CP0010-1012 - Building and Personal Property Coverage Form
 PRP2017-1221 - Common Conditions- Property
 PRP3012-1121 - Authorities Exclusion
 PRP3013-1121 - Cosmetic Damage to Roof Surfacing Exclusion
 PRP3014-0420 - Aluminum Wiring Exclusion
 PRP3015-0720 - Amended Exclusion - Freezing (Special Form)
 ADF9025-0110 - Oklahoma Changes - Cancellation and Non-Renewal
 PRP2002-1221 - Minimum Earned Premium Endorsement
 PRP2020-1121 - Occurrence Limit of Liability Endorsement- (Primary Policy)
 CP0032-1012 - Business Income (Without Extra Expense) Coverage Form
 PRP2001-1121 - Electronic Data Processing Media Valuation
 PRP3002-0110 - Electronic Date Recognition Exclusion
 PRP3003-0110 - Cyber Risk Exclusion
 PRP3005-0922 - Pollution Exclusion
 PRP3006-0320 - Pathogen and Related Perils Exclusion
 PRP3004-0110 - Boiler and Machinery Exclusion
 PRP3007-0110 - Pre-Existing Damage Exclusion
 PRP3009-1221 - Exterior Insulation and Finish Systems Exclusion
 PRP3011-1221 - Sinkhole Collapse Exclusion
 PRP2039-0321 - Protective Safeguards
 PRP2040-0321 - Theft Related Damage Sublimit Endorsement
 PRP2043-0122 - Total Loss Or Constructive Total Loss Endorsement
 PRP2047-0522 - Separate Deductible - Windstorm Or Hail - Percentage Deductible - Minimum Deductible
 PRP3028-0123 - Spoilage and Contamination Exclusion (Special Form)
 PRP4007-1121 - Amendment to Optional Coverages - Roof Surfacing Limitation with Cosmetic Damage Exclusion
 ADF3002-0110 - Exclusion - Terrorism
 IL0953-0115 - Exclusion of Certified Acts of Terrorism
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

COMMERCIAL PROPERTY
CP 10 30 09 17

CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

d.(1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, including any of the following conditions of property or any part of the property:
 - (1) An abrupt falling down or caving in;
 - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
 - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b) To collapse caused by one or more of the following:
 - (i) The "specified causes of loss";
 - (ii) Breakage of building glass;
 - (iii) Weight of rain that collects on a roof; or
 - (iv) Weight of people or personal property.
- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

 - (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
 - (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a.** \$2,500 for furs, fur garments and garments trimmed with fur.
- b.** \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c.** \$2,500 for patterns, dies, molds and forms.
- d.** \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a.** Results in discharge of any substance from an automatic fire protection system; or
- b.** Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a.** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b.** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d.** Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a.** A building or any part of a building that is in danger of falling down or caving in;
- b.** A part of a building that is standing, even if it has separated from another part of the building; or
- c.** A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a.** Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following:
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means:
 - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED WATER DAMAGE PERIL SUBLIMIT ENDORSEMENT (SPECIAL FORM)

Attached To and Forming Part of Policy 0100236302-0	Effective Date of Endorsement 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	Named Insured Copper Tree Inc
Additional Premium: \$0		Return Premium: \$0

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

SCHEDULE - COVERED WATER DAMAGE LIMIT OF INSURANCE

Covered Water Damage Limit of Insurance - Any One Occurrence:	\$25,000
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The Covered Water Damage Limit of Insurance shown in the above Schedule is the most we will pay for direct physical loss or damage, and all resulting loss or damage, in any one occurrence to property covered under this Policy caused by Covered Water Damage and not otherwise excluded in Section **B. Exclusions** or limited in Section **C. Limitations**.

For purposes of this endorsement, the term Covered Water Damage means the discharge or leakage of water or steam from a plumbing, heating, air conditioning, or other system or appliance of any kind, including Automatic Sprinkler Systems.

For purposes of this endorsement, the term Automatic Sprinkler System means:

- (1) Any automatic fire-protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire-protective system:
 - (a) Non-automatic fire-protective systems; and
 - (b) Hydrants, standpipes and outlets.

Nothing in this endorsement shall be construed to expand coverage under the Policy. The exclusions in Section **B.** of this Policy are unchanged by this endorsement.

The Covered Water Damage Limit of Insurance as shown in the above Schedule is part of, and not in addition to, any other Limits of Insurance shown on the Declarations Page of this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL PROPERTY
CP 00 10 10 12

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
 - (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
 - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
 - (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
 - (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

$$\begin{array}{r} \$ 60,100 \\ - \quad 250 \\ \hline \end{array}$$

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

- h.** A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1)** As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:
- (a)** When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b)** When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i)** Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii)** Used by the building owner to conduct customary operations.

- (2)** Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1)** We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
- (a)** Vandalism;
- (b)** Sprinkler leakage, unless you have protected the system against freezing;
- (c)** Building glass breakage;
- (d)** Water damage;
- (e)** Theft; or
- (f)** Attempted theft.
- (2)** With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a.** At actual cash value as of the time of loss or damage, except as provided in **b.**, **c.**, **d.** and **e.** below.
- b.** If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 100,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When:	The value of the property is:	\$ 250,000
	The Coinsurance percentage for it is:	80%
	The Limit of Insurance for it is:	\$ 200,000
	The Deductible is:	\$ 250
	The amount of loss is:	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	<u>\$ 75,000</u>
	\$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000
 \$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON CONDITIONS- PROPERTY

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

1. ASSIGNMENT

This Policy shall be void if assigned or transferred without our prior written consent.

2. AUDIT AND EXAMINATION

The Company may audit and examine your books and records as they relate to this Policy at any time during the Policy Period and up to three (3) years afterwards.

3. CANCELLATION AND NON-RENEWAL

a. Cancellation

- 1) The first Named Insured may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- 2) We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium or non-payment of Deductible; or
 - b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- 3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4) Notice of cancellation will state the effective date of cancellation. The Policy will end on that date.
- 5) If this Policy is cancelled, we will send the first Named Insured any refund due. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the first Named Insured cancels for any reason, the refund may be less than pro rata and may be subject to minimum earned premium. The cancellation will be effective even if we have not made or offered a refund.

b. Non-Renewal

- 1) If we elect not to renew this Policy, we shall mail written notice to the first Named Insured's last mailing address known to us. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the Policy.
- 2) If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CONFORMITY TO STATUTE AND LIBERALIZATION

If any terms of this Policy conflict with any applicable statute of the state in which this Policy is issued, such terms are amended to conform to such applicable statutory requirements.

5. CONCEALMENT, MISREPRESENTATION OR FRAUD

This entire Policy will be void if, whether before or after a loss, an Insured has concealed or misrepresented any material fact or circumstance or made any false statement, relating to this insurance. In such event, all claims hereunder shall be forfeited and we will have no obligation to return any portion of the premium.

6. EXCESS INSURANCE

Permission is granted for the Insured to have excess insurance over the Limit of Liability set forth in this Policy without prejudice to this Policy and existence of such insurance, if any, will not reduce any liability under this Policy.

7. INSPECTIONS AND SURVEYS

The Company shall be permitted, but not obligated, to inspect the Insured's property at any time. In no way will our right to inspect, actual inspection, or any report prepared as a result of any inspection, constitute an undertaking on behalf of, or for the benefit of, the Insured or others, to determine or warrant that such property is safe. We will have no liability to the Insured or any other person because of any inspection or survey or failure to inspect or survey.

8. LEGAL ACTION AGAINST US

No one may bring legal action or proceeding against us under this Policy unless there has been full compliance with all of the terms of this Policy. No suit, action, or proceeding for the recovery of any claim under this Policy will be sustained in any court of law or equity unless it is commenced within twelve (12) months after inception of the loss. Provided that, if the applicable state law in which the property is located prohibits such twelve (12) month limitations period, then the suit, action, or proceeding against us must be commenced within the shortest applicable statutory time period provided by law.

9. OTHER INSURANCE

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Policy. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Liability under this Policy bears to the limits of liability of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But under no circumstances will we pay more than the applicable Limit of Liability.

10. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If you have rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. You must do nothing after loss to impair those rights. At our request, if necessary, you will bring suit or transfer those rights to us and help us enforce them.

11. POLICY MODIFICATION

This Policy contains all of the agreements between the Insured and the Company concerning this insurance. The Insured and Company may request changes to this Policy. This Policy can only be changed by endorsement(s) issued by us and made a part of this Policy. Certificates of Insurance issued by an agent are not endorsements to this Policy.

12. TERRITORY

This Policy covers property located within the 50 states comprising the United States of America, the District of Columbia, and Canada.

13. POLICY PERIOD

This Policy covers loss or damage commencing:

- a. During the policy period shown in the Declarations; and
- b. Within the **TERRITORY**.

14. SERVICE OF SUIT AND JURISDICTION

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any United States federal court of competent jurisdiction within the United States of America or any court of competent jurisdiction in Canada. In the event there is no United States federal court of competent jurisdiction, the Company will submit to the jurisdiction of any other court of competent jurisdiction within the United States of America. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

To the extent this Service of Suit and Jurisdiction provision conflicts with applicable state law, it is hereby amended to comply with said law, but only to the extent necessary to bring it within the applicable law.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTHORITIES EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

Notwithstanding any provision to the contrary within the Policy or any endorsement to the Policy, it is understood and agreed that the following applies and is added to this Policy:

AUTHORITIES EXCLUSION

This Policy does not insure against any loss, damage, costs, or expenses, incurred or sustained by, or any fines or penalties imposed on, the insured at the order of any government agency, court or other civil or military authority arising from any cause whatsoever.

This exclusion is not applicable to any loss or cost covered under any Ordinance Or Law Coverage included in this Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COSMETIC DAMAGE TO ROOF SURFACING EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

The following exclusion is added to this Policy:

We will not pay for “cosmetic damage” to “roof surfacing” caused by wind or hail.

For the purposes of this endorsement:

1. “Cosmetic damage” means marring, scratching, denting, blistering, pitting, discoloration, or other superficial damage that altered the appearance of the “roof surfacing”, but does not altogether prevent the roof from continuing to function as a barrier to entry of the elements to the same extent as before the “cosmetic damage” occurred.
2. “Roof surfacing” means the shingles, tiles, cladding, panels, shakes, metal or synthetic sheeting, and all other similar material covering the roof and includes all material used in securing the roof surface and all material applied to or under the roof surface for moisture protection, as well as flashing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALUMINUM WIRING EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

The following exclusion is added to this Policy:

We will not pay for loss or damage caused directly or indirectly by or resulting from smoke or fire if aluminum wiring is the proximate cause of the loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED EXCLUSION - FREEZING (SPECIAL FORM)

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

Section **B. Exclusions**, item **2. g.** is deleted and replaced with the following:

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment caused by or resulting from freezing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OKLAHOMA CHANGES - CANCELLATION AND NON-RENEWAL

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

The CANCELLATION and NON-RENEWAL sections of the CONDITIONS section of this Policy are deleted and replaced with the following:

CANCELLATION

- a. The first named insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first named insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (a) Nonpayment of premium;
 - (b) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - (c) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
 - (d) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (e) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
 - (f) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
 - (g) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (h) Loss of or substantial changes in applicable reinsurance.
- c. We will mail or deliver our notice to the first named insured's last mailing address known to us.
 - d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - e. If this policy is cancelled, we will send the first named insured any premium refund due subject to the minimum earned premium provisions of the policy. If we cancel, the refund will be pro rata. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. However, when a financed insurance policy is cancelled, we will send any refund due to the premium finance company on a pro rata basis.
 - f. If notice is mailed, proof of mailing will be sufficient proof of notice.

NON-RENEWAL

- a. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first named insured at least 45 days before:
 - (1) The expiration date of this policy; or
 - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
- b. Any notice of nonrenewal will be mailed or delivered to the first named insured at the last mailing address known to us.
- c. If notice is mailed:
 - (1) It will be considered to have been given to the first named insured on the day it is mailed.
 - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will not provide notice of nonrenewal if:
 - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

PREMIUM OR COVERAGE CHANGES AT RENEWAL

If we increase your renewal premium, change your deductible, or reduce your limits or coverage we will mail or deliver to the first named insured written notice of our intent at least 45 days before the effective date of the change.

Any such notice will be mailed or delivered to the first named insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

SCHEDULE

Percentage of Premium retained (Minimum Earned Premium)	25%
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It is understood and agreed that the following terms and conditions apply to this Policy:

In the event of cancellation of this Policy by the first Named Insured, the Minimum Earned Premium, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, will become earned. In the event of cancellation of this Policy by the first Named Insured, we shall be entitled to the greater of the Minimum Earned Premium amount, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, or the premium amount determined under the COMMON CONDITIONS—PROPERTY.

If we cancel this Policy for non-payment of premium, the Minimum Earned Premium, calculated by multiplying the percentage shown in the Schedule above by the PREMIUM as shown on the Declarations page of this Policy, will become earned. In the event of cancellation of this Policy by us for non-payment of premium, we shall be entitled to the greater of the Minimum Earned Premium amount as shown in the Schedule above, or the premium amount determined under the COMMON CONDITIONS—PROPERTY.

If we cancel for any reason other than non-payment of premium, the earned premium amount determined under the COMMON CONDITIONS—PROPERTY will apply and will not be subject to this Minimum Earned Premium endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCURRENCE LIMIT OF LIABILITY ENDORSEMENT- (PRIMARY POLICY)

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

It is understood and agreed that the following terms and conditions apply to this Policy:

1. The Limit of Liability as specified in the Declarations Page is a limit per occurrence. Notwithstanding anything to the contrary within this Policy, in no event shall the liability of this Company exceed this Limit of Liability in one disaster, casualty, or event, irrespective of the number of locations involved.

Occurrence shall mean any one direct physical loss, disaster or casualty or series of direct physical losses, disasters or casualties arising out of one event which occurs within the policy period and territory. When the term applies to direct physical loss or direct physical losses from the perils of Flood or Earth Movement (if insured under this Policy), one event shall be construed to be all losses arising during a continuous period of 72 hours.

2. The Premium for this Policy is based upon the values shown in the Schedule of Covered Locations and Values on the Declarations page of this Policy or in the Statement of Values on file with the Company. In the event of loss under this Policy, liability of the Company shall be limited to the least of the following:
 - a. The actual adjusted amount of loss, less applicable deductible(s).
 - b. An amount no greater than 100% of the individually stated value for the property involved, as shown in the Schedule of Covered Locations and Values on the Declarations page of this Policy or in the Statement of Values on file with the Company, less applicable deductible(s).
 - c. The Limit of Liability as described on the Declarations Page.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL PROPERTY
CP 00 32 10 12

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and

- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

2. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

3. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- c. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

4. Additional Coverages

a. Expenses To Reduce Loss

In the event of a covered loss of Business Income, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of Business Income. The total of our payment for Business Income loss and Expenses To Reduce Loss will not be more than the Business Income loss that would have been payable under this Coverage Form (after application of any Coinsurance penalty) if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

The Coinsurance condition does not apply specifically to such Expenses To Reduce Loss, but it is used as described above to determine the total amount payable.

b. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or

- (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or

- (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

e. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.3.c.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

5. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extended Business Income; or
4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.

- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;

- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. Resumption Of Operations

We will reduce the amount of your Business Income loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions:

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times

2. The sum of:

- a. The Net Income (Net Profit or Loss before income taxes); and
- b. Operating expenses, including payroll expenses;

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;

Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and

Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form **CP 15 10** is attached); and

- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 150,000
 The amount of loss is: \$ 80,000

Step (1): $\$400,000 \times 50\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$150,000 \div \$200,000 = .75$

Step (3): $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000
 The Coinsurance percentage is: 50%
 The Limit of Insurance is: \$ 200,000
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for loss of Business Income is the lesser of:

- (1) The amount of loss sustained during the 120 days immediately following the beginning of the "period of restoration"; or
 (2) The Limit Of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
 b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 (1) The Limit of Insurance, multiplied by
 (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When: The Limit of Insurance is: \$ 120,000
 The fraction shown in the Declarations for this Optional Coverage is: 1/4
 The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000
 ($\$120,000 \times 1/4 = \$30,000$)
 If, in this example, the actual amount of loss is:

Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	<hr/>
	\$ 90,000

We will pay:

Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	<hr/>
	\$ 80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
 (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
 - (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example

When: The Limit of Insurance is: \$ 100,000
 The Agreed Value is: \$ 200,000
 The amount of loss is: \$ 80,000

Step (1): $\$100,000 \div \$200,000 = .50$

Step (2): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.4.d., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
 - a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

3. "Period of restoration" means the period of time that:

- a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- b. Ends on the earlier of:

- (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

5. "Rental Value" means Business Income that consists of:

a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and

b. Continuing normal operating expenses incurred in connection with that premises, including:

(1) Payroll; and

(2) The amount of charges which is the legal obligation of the tenant(s) but would otherwise be your obligations.

6. "Suspension" means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA PROCESSING MEDIA VALUATION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

COMMERCIAL INLAND MARINE COVERAGE

Notwithstanding any provision to the contrary within the Policy or any endorsement to the Policy, it is understood and agreed the following applies:

1. Loss or damage to electronic data will be valued at the cost of repair, restoration or replacement, including the cost of data entry, reprogramming, and computer consultation services. However, we will not pay the cost to duplicate research and engineering that led to the development of your electronic data or any proprietary or confidential information or intellectual property in any form.

To the extent that electronic data is not repaired, replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type. However, this Policy does not insure any amount pertaining to the value of such electronic data to the Insured or any other party, even if such electronic data cannot be repaired, restored, replaced, reprogrammed, recreated, gathered, or assembled.

2. If you recover, from a licensor or lessor, for loss or damage to electronic data, our loss payment to you will be reduced by the amount of such recovery.

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATE RECOGNITION EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

COMMERCIAL INLAND MARINE COVERAGE

This Policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. The calculation, comparison, differentiation, sequencing or processing of data involving the date change to any year, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
2. Any change, alteration, or modification involving the date change to any year, or any other date change, including leap year calculations, to any computer hardware, including microprocessors, computer application software, computer operating systems and related, software, computer networks, microprocessors (computerized chips) not part of any computer system or computerized or electronic equipment or components, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the direct physical loss, damage, cost, claim or expense.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER RISK EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

COMMERCIAL INLAND MARINE COVERAGE

Notwithstanding any provision to the contrary within the Policy or any endorsement to the Policy, it is understood and agreed the following applies:

1. This Policy does not insure loss or damage caused by or resulting from:
 - a. a virus, malicious code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation;
 - b. Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as theft;
 - c. Errors or omissions in programming or processing electronic data;
 - d. Errors or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including electronic data);
 - e. Manipulation of your computer system, including electronic data, by an employee, volunteer worker or contractor, for the purpose of diverting electronic data or causing fraudulent or illegal transfer of any property;
 - f. Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;
 - g. Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including electronic data and the inability to access or properly manipulate the electronic data; or
 - h. Complete or substantial failure, disablement or shutdown of the entire Internet, regardless of the cause.
2. As used in this endorsement, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
3. As used in this endorsement, loss or damage to electronic data means destruction or corruption of electronic data.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE
COMMERCIAL INLAND MARINE COVERAGE**

This Policy does not insure:

1. Any loss, damage, cost, or expense;
2. Any increase in insured loss, damage, cost, or expense; or
3. Any loss, damage, cost, expense, fine, or penalty which is incurred, sustained, or imposed by order, direction, instruction, or request of or by any agreement with any court, government agency, or any public, civil, or military authority, or threat thereof, and whether or not as a result of public or private litigation;

arising directly or indirectly out of, related to, including, or in any way involving the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape of, placement of, or presence of any "pollutant", whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, cleanup, or removal of any "pollutant" or threat thereof.

The following definition is added to this Policy:

"Pollutants" means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to smoke, vapor, soot, fumes, odors, fibers, radiation, acid, alkalis, petroleums, chemicals, or "waste". "Waste" includes medical waste, biological infectants, and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.

For loss or damage that takes place in or originates in the state of Indiana or New Mexico, the specific examples identified as "pollutants" include, but are not limited to the following and their break down components: diesel, kerosene, and other fuel oils; gasoline, butane, propane, natural gas, and other fuels; brake fluid, transmission fluid, and other hydraulic fluids; ethylene glycol, methanol, ethanol, isopropyl alcohol, and propylene glycol, and other antifreeze additives; grease, tar, petroleum distillates, and other petroleum products; carbon monoxide, chlorine and other exhaust gases; stoddard solvent, mineral spirits, and other solvents; chromium compounds; emulsions/emulsifiers; naphtha; tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals; methyl isobutyl ketone; methyl ethal ketone; n-butyl acetate; 2-butoxyethanol; hexylene glycol; peroxides; Freon; polychlorinated biphenyl (PCB); CFC113; chlorofluorocarbons; chlorinated hydrocarbons; adhesives; pesticides; insecticides; fungicides; rodenticides; barium; 1, 2-Dichloroethylene; ethylene dichloride; dichloromethane; methylene chloride; ethylbenzene; lead; mercury; selenium; sulfate; xylene; silica; sewage; industrial waste materials; farm waste materials or odors including, but not limited to manure, urine, slurry, toxic algae, bedding, compost, milk; pharmaceutical products such as steroids, antibiotics, vitamins and supplements; fertilizers and nutrients such as nitrogen, phosphorus potassium and storm water and irrigation runoff containing any such chemicals; disease causing pathogens such as salmonella, E. coli, Cryptosporidium, and fecal coliform; hydrogen sulfide; ammonia; methane gas; heavy metals such as copper, zinc, chromium, arsenic, nickel, and

cadmium; salts such as sodium, calcium, magnesium, potassium, chloride, bicarbonate, carbonate and nitrate; and all substances specifically listed, identified, or described by one or more of the following references: **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances and Disease Registry ToxFAQs™**, or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**. Substances identified as examples above or by the referenced lists also include materials or substances to be disposed of, discarded, recycled, stored, reconditioned, or reclaimed.

This definition of "pollutants" as amended for injury or damage that takes place in or originates in the state of Indiana or New Mexico, applies whether or not such solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal, or acoustic irritant or contaminant is your product or products used by or for you, or is an integral part of or incidental to your business or operations, or has any function in your business, operations, premises, site, or location.

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATHOGEN AND RELATED PERILS EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

COMMERCIAL INLAND MARINE COVERAGE

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly caused by, resulting from, or relating to any of the following:

1. "Pathogen and related perils"; or
2. The costs associated with the enforcement of any ordinance or law which requires the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pathogen and related perils"

This exclusion applies regardless of whether there is any:

1. Direct physical loss or damage to insured property;
2. Loss of use, occupancy, or functionality; or
3. Action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, steps taken to address medical or legal concerns, or testing after repair, replacement, removal, cleanup, abatement, or relocation.

This exclusion applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the Policy to which this endorsement is attached, including but not limited to those that provide coverage for property, business income, extra expense, or interruption.

For the purposes of this endorsement, the following definition is added to this Policy:

"Pathogen and related perils" means:

- a. Fungus, including but not limited to any type of mildew or mold;
- b. Any protist, including but not limited to algae and slime mold;
- c. Wet or dry rot;
- d. Any chemical, matter, or compound produced or released by a fungus, a protist, wet rot, or dry rot, including but not limited to any mycotoxin, toxin, spore, scent, fragment, metabolites, or other by-product that is produced or released by a., b., or c. above; or
- e. Any pathogen, including but not limited to, virus, bacterium, prion, or protozoa or other microorganism.

This exclusion applies to any claim or "suit" regardless of whether the "pathogen and related peril" is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that includes any "pathogen or related peril".

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOILER AND MACHINERY EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE
COMMERCIAL INLAND MARINE COVERAGE

Notwithstanding any provision to the contrary within the Policy or any endorsement the Policy, it is understood and agreed that we do not insure loss or damage caused by or resulting from:

1. Electrical injury or disturbance to electrical appliances, devices, or wiring from artificial causes, nor magnetic injury or erasure of electrical recordings.
2. Mechanical breakdown unless direct physical loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage.
3. The explosion or rupture or bursting of pressure vessels or pipes, or steam boilers, or steam turbines, or steam engines, or flywheels, owned or operated by the Insured, nor mechanical or machinery breakdown.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRE-EXISTING DAMAGE EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

COMMERCIAL INLAND MARINE COVERAGE

It is hereby understood and agreed that we do not insure for loss or damage as a result of unrepaired damages caused by an occurrence which took place prior to the inception date of the Policy.

All such loss is excluded regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEMS EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE COMMERCIAL INLAND MARINE COVERAGE

Notwithstanding any provision to the contrary included in this Policy or any endorsement attached to this Policy, it is understood and agreed as follows:

We do not insure for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

1. Any seepage, de-lamination, detachment, cracking, insect damage, collapse or imminent collapse, caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance, repair, remodeling, service, correction, or replacement, of an "exterior insulation and finish system", or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking, or sealant in connection with such a system; or
2. Any water-related or moisture-related loss, or loss relating to dry rot at an insured location or other building to which an "exterior insulation and finish system" has been applied, if that loss is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system."

"Exterior Insulation and Finish System", commonly referred to as synthetic stucco, means:

An exterior cladding or finish system applied to an insured location or other building, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other material;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforcing mesh that is embedded in a base coat applied to the insulation board;
- d. A finish coat providing surface texture and color; and
- e. Any conditioners, primers, accessories, flashings, coatings, caulking, and sealants that interact to form an energy efficient wall.

However, an "exterior insulation and finish system" does not include a cement based, enhanced stucco cladding system that incorporates:

- a. A weather resistive building wrap; and
- b. Ribbed insulation board to provide drainage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINKHOLE COLLAPSE EXCLUSION

Attached To and Forming Part of Policy 0100236302-0	Effective Date of Endorsement 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	Named Insured Copper Tree Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

A. The Causes of Loss form attached this Policy is amended as follows:

1. If this Policy includes the **CAUSES OF LOSS – BASIC FORM** or **CAUSES OF LOSS – BROAD FORM**:

Section **A. Covered Causes of Loss**, Paragraph **10.** is deleted and not replaced.

2. If this Policy includes the **CAUSES OF LOSS – BROAD FORM**:

Section **C. Additional Coverage – Collapse**, Paragraph **2.a.** is amended by deleting “sinkhole collapse” from the list.

3. If this Policy includes the **CAUSES OF LOSS – SPECIAL FORM**:

- a. Section **G. Definitions**, Paragraph **2.** “Specified causes of loss” is amended by deleting “sinkhole collapse” from the list.

- b. Section **G. Definitions**, Paragraph **2.a.** is deleted and not replaced.

4. Section **B. Exclusions**, Paragraph **1.**, exclusion **b. Earth Movement**, item **(4)** is amended by deleting “(other than sinkhole collapse)” and replacing it with “including, without limitation, ‘sinkhole collapse’,”.

B. The following definition is added to this Policy:

“Sinkhole collapse” means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SAFEGUARDS

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable	P-9a or P-9b Description (if applicable)
All	All	P-2, P-6a	

A. The following is added to the Commercial Property Conditions:

PROTECTIVE SAFEGUARDS

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Schedule; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule.

However, if part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

B. The following are added to the **Exclusions** Section of:

Causes of Loss – Basic Form
 Causes of Loss – Broad Form
 Causes of Loss – Special Form
 Mortgageholders Errors And Omissions Coverage Form
 Standard Property Policy

- a. We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you failed to comply with any condition set forth in Paragraph **A** as respects any Protective Safeguards listed in the Schedule above and identified as **P-1, P-2, P-4, P-5, and P-9a**.
- b. We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you failed to comply with any condition set forth in Paragraph **A** as respects any Protective Safeguard listed in the Schedule above and identified as **P-3, P-6a, P-6b, P-7, and P-9b**.

C. The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
 - (1) Non-automatic fire protective systems; and
 - (2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-5" Automatic Commercial Cooking Exhaust and Extinguishing System installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

"P-6a" Automatic Burglar Alarm, connected to all doors and windows, that is:

- a. Connected to a central station; or
- b. Reporting to a public police station or private security service.

"P-6b" Automatic Burglar Alarm, connected to all doors and windows, that is:

- a. Connected to a central station; or
- b. Reporting to a public police station or private security service; and
- c. Includes interior motion detectors.

"P-7" Video Surveillance System, including related data storage services.

Video Surveillance System means:

- a. Interior and exterior video cameras that are:
 - (1) Capable of recording in daylight and hours of darkness;
 - (2) Operable in all weather conditions;
 - (3) Functional twenty-four (24) hours a day, seven (7) days a week; and
 - (4) Cover all exterior doors and windows.
- b. Data storage that maintains no less than fourteen (14) days of continuous footage recorded by all cameras.

"P-9a" The fire protective system described in the Schedule.

"P-9b" The theft protective system described in the Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THEFT RELATED DAMAGE SUBLIMIT ENDORSEMENT

Attached To and Forming Part of Policy 0100236302-0	Effective Date of Endorsement 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	Named Insured Copper Tree Inc
Additional Premium: \$0	Return Premium: \$0	

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

SCHEDULE - THEFT RELATED DAMAGE LIMIT OF INSURANCE

"Theft Related Damage" Aggregate Limit of Insurance:	\$25,000
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The "Theft Related Damage" Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for all "theft related damage", regardless of the number of occurrences, premises or locations involved.

The "Theft Related Damage" Aggregate Limit of Insurance as shown in the above Schedule is part of, and not in addition to, any other Limits of Insurance shown on the Declarations Page of this Policy.

The following definition is added to this Policy:

"Theft related damage" means physical damage to Covered Property caused, directly or indirectly, during the commission of a theft, robbery or burglary or attempted theft, robbery or burglary and includes damage caused by a Covered Cause of Loss resulting from the theft, robbery or burglary or attempted theft, robbery or burglary. "Theft related damage" does not include any loss of Covered Property by theft, robbery or burglary.

Nothing in this endorsement shall be construed to expand coverage under this Policy. The exclusions in Section **B**.

Exclusions and limitations in Section **C. Limitations** of the **CAUSES OF LOSS – SPECIAL FORM**, if included in this Policy, are unchanged by this endorsement. If this Policy includes the **CAUSES OF LOSS – BASIC FORM** or **CAUSES OF LOSS – BROAD FORM**, "theft related damage" is limited as described in Section **A. Covered Causes of Loss**, item **8**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

It is understood and agreed that the following terms and conditions apply to this Policy:

In the event of a total loss or “constructive total loss” to Covered Property by a Covered Cause of Loss under this Policy, the entire policy premium will be deemed fully earned and no return premium will be due.

For the purposes of this endorsement only, the following definition is added to this Policy:

“Constructive total loss” means the Covered Property damaged by a Covered Cause of Loss is treated as a total loss because the cost of repairing the damaged Covered Property exceeds the actual cash value of the Covered Property at the time of loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SEPARATE DEDUCTIBLE - WINDSTORM OR HAIL - PERCENTAGE DEDUCTIBLE -
MINIMUM DEDUCTIBLE**

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE

In consideration of the premium charged, it is understood and agreed that the DEDUCTIBLES Section of the Declarations is amended by adding the special Deductible shown in the Schedules below:

DEDUCTIBLE PERCENTAGE SCHEDULE

Location Number	Building Number	Windstorm or Hail Deductible Percentage
All	All	3%

MINIMUM DEDUCTIBLE SCHEDULE

Windstorm or Hail Minimum Deductible:	\$75,000
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The Windstorm or Hail Deductible Percentage, as shown in the above **Deductible Percentage Schedule** and set forth in this endorsement, applies to covered loss or damage caused directly or indirectly by Windstorm or Hail. This Deductible applies to each occurrence of Windstorm or Hail and is subject to the Windstorm or Hail Minimum Deductible shown in the **Minimum Deductible Schedule** above and set forth in this endorsement.

Nothing in this endorsement implies or affords coverage for any loss or damage that is excluded under the terms of the Water Exclusion or any other exclusion in this Policy. If this Policy is endorsed to cover Flood under the Flood Coverage Endorsement (or if you have a flood insurance policy), a separate Flood Deductible applies to loss or damage attributable to Flood, in accordance with the terms of that endorsement or policy.

As used in this endorsement, the terms Specific Insurance and Blanket Insurance have the following meanings: Specific Insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Liability. Blanket Insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Liability. Items of insurance and corresponding Limit(s) of Liability are shown on the Declarations, or in a Statement of Values on file with us.

WINDSTORM OR HAIL DEDUCTIBLE CALCULATIONS

A. Calculation Of The Deductible – All Policies

1. A Deductible is calculated separately for, and applies separately to:
 - a. Each building that sustains loss or damage;
 - b. The personal property at each building at which there is loss or damage to personal property;

- c. Personal property in the open.

If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

2. We will not pay for loss or damage until the amount of loss or damage exceeds the applicable Windstorm or Hail Deductible or Minimum Deductible, whichever is greater. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Liability, after any reduction required by any of the following: Coinsurance Condition; Agreed Value Optional Coverage.
3. When property is covered under the Coverage Extension for Newly Acquired Or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired Or Constructed Property is the highest percentage shown in the Deductible Percentage Schedule for any described premises.

B. Calculation Of The Deductible – Specific Insurance

1. Property Not Subject To Statement of Values

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage shown in the Deductible Percentage Schedule of the Limit(s) of Liability applicable to the property that has sustained loss or damage.

2. Property Subject To Statement of Values

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage as shown in the Deductible Percentage Schedule of the value(s) of the property that has sustained loss or damage or the amount shown in the Minimum Deductible Schedule, whichever is greater. The value(s) to be used are those shown in the Statement of Values on file with us.

C. Calculation Of The Deductible – Blanket Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to the percentage shown in the Deductible Percentage Schedule of the value(s) of the property that has sustained loss or damage or the amount shown in the Minimum Deductible Schedule, whichever is greater. The value(s) to be used are those shown in the Statement of Values on file with us.

EXAMPLES – APPLICATION OF DEDUCTIBLE

EXAMPLE #1 – SPECIFIC INSURANCE (B.1.)

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown on the Declarations is 80%; the minimum Limit of Liability needed to meet the Coinsurance requirement is \$80,000 (80% of \$100,000).

The actual Limit of Liability on the damaged building is \$70,000.

The Wind or Hail Deductible Percentage is 1%.

Step (1): $\$70,000 \div \$80,000 = .875$

Step (2): $\$60,000 \times .875 = \$52,500$

Step (3): $\$70,000 \times 1\% = \700

Step (4): $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (Steps (1) and (2)) and the application of the Deductible (Steps (3) and (4)).

EXAMPLE #2 – SPECIFIC INSURANCE (B.1.)

The amounts of loss to the damaged property are \$60,000 (Building) and \$40,000 (Personal Property in building).

The value of the damaged building at time of loss is \$100,000. The value of the personal property in that building is \$80,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limits of Liability needed to meet the Coinsurance requirement are \$80,000 (80% of \$100,000) for the building and \$64,000 (80% of \$80,000) for the personal property.

The actual Limits of Liability on the damaged property are \$80,000 on the building and \$64,000 on the personal property (therefore no Coinsurance penalty).

The Wind or Hail Deductible Percentage is 2%.

BUILDING

Step (1): $\$80,000 \times 2\% = \$1,600$

Step (2): $\$60,000 - \$1,600 = \$58,400$

PERSONAL PROPERTY

Step (1): $\$64,000 \times 2\% = \$1,280$

Step (2): $\$40,000 - \$1,280 = \$38,720$

The most we will pay is \$97,120. The portion of the total loss not covered due to application of the Deductible is \$2,880.

EXAMPLE #3 – BLANKET INSURANCE (C.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Liability needed to meet the Coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The actual Blanket Limit of Liability covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%. The applicable Minimum Deductible is \$15,000

BUILDING #1

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): \$10,000 is less than the applicable Minimum Deductible of \$15,000, so \$15,000 applies

Step (3): $\$40,000 - \$15,000 = \$25,000$

BUILDING #2

Step (1): $\$500,000 \times 2\% = \$10,000$

Step (2): \$10,000 is less than the applicable Minimum Deductible of \$15,000, so \$15,000 applies

Step (3): $\$20,000 - \$15,000 = \$5,000$

The most we will pay is \$30,000. The portion of the total loss not covered due to application of the Deductible is \$30,000.

EXAMPLE #4 – BLANKET INSURANCE (C.)

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000), Personal Property at Building #1 (\$250,000) and Personal Property at Building #2 (\$250,000), as shown in the Statement of Values on file with us, is \$1,500,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Liability needed to meet the Coinsurance requirement is \$1,350,000 (90% of \$1,500,000).

The actual Blanket Limit of Liability covering Buildings #1 and #2 and Personal Property at Buildings #1 and #2, shown in the Declarations, is \$1,350,000. Therefore, there is no Coinsurance penalty.

Building #1 and Personal Property at Building #1 have sustained damage; the amounts of loss are \$95,000 (Building) and \$5,000 (Personal Property).

The Deductible is 5%. The applicable Minimum Deductible is \$25,000.

BUILDING

Step (1): $\$500,000 \times 5\% = \$25,000$. This is equal to the Minimum Deductible, so \$25,000 applies.

Step (2): $\$95,000 - \$25,000 = \$70,000$

PERSONAL PROPERTY

Step (1): $\$250,000 \times 5\% = \$12,500$. This is less than the Minimum Deductible, so \$25,000 applies.

The \$5,000 personal property loss is not covered due to application of the Deductible.

The most we will pay for the occurrence is \$70,000. The remainder of the building loss, \$25,000, is not covered due to application of the Deductible. There is no loss payment for the personal property.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE AND CONTAMINATION EXCLUSION (SPECIAL FORM)

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

The following exclusion is added to Paragraph **2.** of Section **B. Exclusions** of the Causes of Loss – Special Form and is therefore not a Covered Cause of Loss:

SPOILAGE AND CONTAMINATION

We will not pay for loss or damage to "perishable stock" caused by or resulting from "spoilage" or "contamination".

The following definitions are added to this Policy:

"Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, or solidification of liquid material.

"Contamination" means the introduction of any pathogenic, allergenic, or unsanitary agent into or onto "perishable stock" where such agents are not expected or intended to be present.

"Perishable stock" means "stock" preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change. "Perishable stock" includes, without limitation, eggs.

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OPTIONAL COVERAGES - ROOF SURFACING LIMITATION WITH COSMETIC DAMAGE EXCLUSION

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CONDOMINIUM ASSOCIATION COVERAGE FORM

This endorsement contains provisions which may limit recovery under this Policy for loss or damage to “roof surfacing”.

The following is added to **G. Optional Coverages**, item **3. Replacement Cost**, paragraph **b.**:

This Optional Coverage does not apply to: “Roof surfacing” older than fifteen (15) years at the time of loss or damage.

It is understood and agreed that that valuation for “roof surfacing” older than fifteen (15) years shall be on an Actual Cash Value basis. Actual Cash Value shall be the cost to repair or replace the damaged property with material of like kind and quality with proper deduction for depreciation. This applies regardless of the valuation indicated on the Declarations for the damaged building.

The Named Insured agrees to provide the Company with documentation of the age of any “roof surfacing” sustaining loss or damage. In the event the Named Insured cannot produce documentary proof that “roof surfacing” at an insured premises was fifteen (15) years old or less at the time of loss or damage, the Company will engage a qualified, independent, mutually agreed upon roofing expert who will estimate the age of the roof at the insured premises and the above limitation will apply to any “roof surfacing” that such expert estimates is older than fifteen (15) years. The Named Insured and the Company agree to be bound by such expert’s opinion on the age of any “roof surfacing”.

The following exclusion is added to this Policy:

We will not pay for “cosmetic damage” to “roof surfacing” caused by wind or hail.

For the purposes of this endorsement, “cosmetic damage” means marring, scratching, denting, blistering, pitting, discoloration, or other superficial damage that altered the appearance of the “roof surfacing”, but does not altogether prevent the roof from continuing to function as a barrier to entry of the elements to the same extent as before the “cosmetic damage” occurred.

The following is added to **H. Definitions**:

“Roof surfacing” means the shingles, tiles, cladding, panels, shakes, metal or synthetic sheeting and all other similar material covering the roof and includes all material used in securing the roof surface and all material applied to or under the roof surface for moisture protection, as well as flashing.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

This insurance does not apply to any loss, injury, claim or damage arising directly or indirectly out of or relating to:

1. Any act of "terrorism"; or
2. Any action authorized by a government authority or agency for the purpose of preventing or minimizing the consequences of any act or threat of "terrorism".

"Terrorism" means an activity by an individual acting alone, or individuals acting as part of a group, that involves any violent act, including the threat of any activity or preparation for an activity that:

1. Causes either:
 - a. Damage to property;
 - b. Injury to person(s); or
 - c. Loss of income or increased expense; and
2. Appears to be intended to:
 - a. Intimidate or coerce a civilian population;
 - b. Disrupt any segment of an economy;
 - c. Influence the policy of a government by intimidation or coercion;
 - d. Affect the conduct of a government by destruction, assassination, kidnapping or hostage-taking; or
 - e. Advance a political, religious or ideological cause; or
3. Involves the use, release, dispersal, discharge, escape or application of:
 - a. Nuclear materials, or directly results in nuclear reaction or radiation or radioactive contamination; or
 - b. Pathogenic or poisonous biological or chemical materials.

"Terrorism" also includes any incident determined to be such by any official, department or agency that has been specifically authorized by federal statute to make such a determination.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY**

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part or Policy
CA, ME, MO, OR, VI, WI	ALL APPLICABLE COVERAGE PARTS EXCEPT: BOILER AND MACHINERY, EQUIPMENT BREAKDOWN
GA, HI, IA, IL, MA, NC, NJ, NY, RI, WA, WV	ALL APPLICABLE COVERAGE PARTS EXCEPT: BOILER AND MACHINERY, EQUIPMENT BREAKDOWN, COMMERCIAL INLAND MARINE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100236302-0	<i>Effective Date of Endorsement</i> 04/21/2023 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Copper Tree Inc
<i>Additional Premium:</i> \$0		<i>Return Premium:</i> \$0

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous Foreign Agents, Front Organizations, Terrorists, Terrorist organizations and Narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site—<http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a "Specially Designated National and Blocked Person", as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of March 7th, 2023, is entered into between Price Tower Arts Center, Inc., an Oklahoma nonprofit corporation located at 100 SE Frank Phillips Boulevard, Bartlesville, Oklahoma 74003 (the “**Seller**”), and CT Operations LLC, an Oklahoma limited liability company located at 510 Dewey Avenue, Bartlesville, Oklahoma 74003 (the “**Buyer**”).

WHEREAS, Seller owns 500 shares of common stock, par value \$1.00 (the “**Shares**”), of Inn at Price Tower, Inc., an Oklahoma corporation (the “**Target**”), comprising all issued and outstanding shares of stock of Target; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in **Section 2**), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Shares. Such purchase and sale between Buyer and Seller are made pursuant to, in accordance with, and in consideration of the Oklahoma Uniform Contract of Sale of Real Estate (Commercial Improved), with a closing date of March 7, 2023, between Seller and Buyer’s affiliate, Green Copper Holdings, LLC.

2. Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the “**Closing**”) to be held on May 3, 2023 (the “**Closing Date**”), remotely by exchange of documents and signatures (or their electronic counterparts), or at such other place or on such other date as Buyer and Seller may mutually agree in writing. At the Closing, Seller shall deliver to Buyer an affidavit of lost stock certificate or certificates evidencing the Shares, free and clear of all Encumbrances (as defined herein), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank.

3. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary internal approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution, and delivery by Buyer) constitutes Seller’s legal, valid, and binding obligation, enforceable against Seller in accordance with its terms.

(c) The Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and

other arrangements or restrictions of any kind (“**Encumbrances**”). Upon consummation of the transactions contemplated by this Agreement, Buyer shall own the Shares, free and clear of all Encumbrances.

(d) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate, or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law, or governmental regulation to which Seller is a party or is subject or by which the Shares are bound.

(e) No governmental, administrative, or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

4. Representation and Warranties of Buyer.

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite internal actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by Seller) this Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

(d) No governmental, administrative, or other third-party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

(f) No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

5. Miscellaneous.

(a) Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder for a period of twelve (12) months.

(b) Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(d) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

(f) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(g) Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not

affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the city of Bartlesville and County of Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

“Buyer”

CT OPERATIONS LLC

By: Cynthia Blanchard

Name: Cynthia Blanchard

Title: Manager

“Seller”

PRICE TOWER ARTS CENTER, INC.

By: Brad Doenges

Name: Brad Doenges

Title: Chairman of the Board

Executive Committee of the Board of Trustees of the Price Tower Arts Center

Acting as the Board of the Inn at Price Tower

Meeting Minutes of the Board of Trustees

March 07, 2023, at 8:30 am

In Person

Trustees Present in Person: Brad Doenges, Charlie Daniels, Mark Haskell

Staff Present: None

- 1) Call to Order – Brad Doenges called the meeting to order at 8:45 AM; a Quorum was established.
- 2) The purpose of this meeting is to consider the transaction that was submitted to and approved unanimously by the Members of the Price Tower at a Special Meeting of the Members held on February 28, 2023, and approved unanimously by the Board of Trustees of the Price Tower Arts Center.
- 3) After some discussion, Charlie Daniels made a motion to approve the transfer of the business and assets to Copper Tree, Inc. and Green Copper Holdings, LLC, and authorizing Brad Doenges and Mark Haskell to execute and all documents useful and necessary to complete this transition. Second by Brad Doenges. All voted yes.
- 4) Meeting was adjourned by Brad at 8:45 am.

STOCK POWER

FOR VALUE RECEIVED, PRICE TOWER ARTS CENTER, INC., an Oklahoma nonprofit corporation, hereby sells, assigns and transfers unto CT OPERATIONS, LLC, an Oklahoma limited liability company, 500 shares of the common stock (the “**Shares**”) of INN AT PRICE TOWER, INC., an Oklahoma corporation (the “**Corporation**”), standing in its name on the books of the Corporation, and does hereby irrevocably constitute and appoint Cynthia Blanchard as attorney to transfer the said Shares on the books of the Corporation maintained for that purpose, with full power of substitution in the premises.

Dated: 2023-05-03



By: Brad Doenges

Name: Brad Doenges

Title: Chairman of the Board

Signature Certificate

Reference number: UZWWR-RX5PC-4DB5W-SHJ3P

Signer	Timestamp	Signature
Cynthia Blanchard Email: cynthia@thepricetower.com Sent: 03 May 2023 15:01:57 UTC Viewed: 03 May 2023 15:03:45 UTC Signed: 03 May 2023 15:04:49 UTC Recipient Verification: ✓ Email verified 03 May 2023 15:03:45 UTC		 IP address: 160.3.252.5 Location: Bartlesville, United States
Brad Doenges Email: brad_doenges@doengeschoice.com Sent: 03 May 2023 15:01:57 UTC Viewed: 03 May 2023 22:20:10 UTC Signed: 03 May 2023 22:22:58 UTC Recipient Verification: ✓ Email verified 03 May 2023 22:20:10 UTC		 IP address: 67.217.145.143 Location: Tulsa, United States

Document completed by all parties on:
03 May 2023 22:22:58 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of March 7th, 2023, is entered into between Price Tower Arts Center, Inc., an Oklahoma nonprofit corporation located at 100 SE Frank Phillips Boulevard, Bartlesville, Oklahoma 74003 (the “**Seller**”), and CT Operations LLC, an Oklahoma limited liability company located at 510 Dewey Avenue, Bartlesville, Oklahoma 74003 (the “**Buyer**”).

WHEREAS, Seller owns 500 shares of common stock, par value \$1.00 (the “**Shares**”), of Inn at Price Tower, Inc., an Oklahoma corporation (the “**Target**”), comprising all issued and outstanding shares of stock of Target; and

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Shares, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing (as defined in **Section 2**), Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all of Seller’s right, title and interest in and to the Shares. Such purchase and sale between Buyer and Seller are made pursuant to, in accordance with, and in consideration of the Oklahoma Uniform Contract of Sale of Real Estate (Commercial Improved), with a closing date of March 7, 2023, between Seller and Buyer’s affiliate, Green Copper Holdings, LLC.

2. Closing. Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the “**Closing**”) to be held on May 3, 2023 (the “**Closing Date**”), remotely by exchange of documents and signatures (or their electronic counterparts), or at such other place or on such other date as Buyer and Seller may mutually agree in writing. At the Closing, Seller shall deliver to Buyer an affidavit of lost stock certificate or certificates evidencing the Shares, free and clear of all Encumbrances (as defined herein), duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank.

3. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary internal approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution, and delivery by Buyer) constitutes Seller’s legal, valid, and binding obligation, enforceable against Seller in accordance with its terms.

(c) The Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Seller, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and

other arrangements or restrictions of any kind (“**Encumbrances**”). Upon consummation of the transactions contemplated by this Agreement, Buyer shall own the Shares, free and clear of all Encumbrances.

(d) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate, or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law, or governmental regulation to which Seller is a party or is subject or by which the Shares are bound.

(e) No governmental, administrative, or other third-party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(f) There are no actions, suits, claims, investigations, or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

(g) No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

4. Representation and Warranties of Buyer.

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oklahoma.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite internal actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by Seller) this Agreement constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

(d) No governmental, administrative, or other third-party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

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5. Miscellaneous.

(a) Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder for a period of twelve (12) months.

(b) Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(d) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

(f) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(g) Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not

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(i) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the city of Bartlesville and County of Washington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

“Buyer”

CT OPERATIONS LLC

By: *Cynthia Blanchard*

Name: Cynthia Blanchard

Title: Manager

“Seller”

PRICE TOWER ARTS CENTER, INC.

By: _____

Name: Brad Doenges

Title: Chairman of the Board

Executive Committee of the Board of Trustees of the Price Tower Arts Center

Acting as the Board of the Inn at Price Tower

Meeting Minutes of the Board of Trustees

March 07, 2023, at 8:30 am

In Person

Trustees Present in Person: Brad Doenges, Charlie Daniels, Mark Haskell

Staff Present: None

- 1) Call to Order – Brad Doenges called the meeting to order at 8:45 AM; a Quorum was established.
- 2) The purpose of this meeting is to consider the transaction that was submitted to and approved unanimously by the Members of the Price Tower at a Special Meeting of the Members held on February 28, 2023, and approved unanimously by the Board of Trustees of the Price Tower Arts Center.
- 3) After some discussion, Charlie Daniels made a motion to approve the transfer of the business and assets to Copper Tree, Inc. and Green Copper Holdings, LLC, and authorizing Brad Doenges and Mark Haskell to execute and all documents useful and necessary to complete this transition. Second by Brad Doenges. All voted yes.
- 4) Meeting was adjourned by Brad at 8:45 am.

STOCK POWER

FOR VALUE RECEIVED, PRICE TOWER ARTS CENTER, INC., an Oklahoma nonprofit corporation, hereby sells, assigns and transfers unto CT OPERATIONS, LLC, an Oklahoma limited liability company, 500 shares of the common stock (the “**Shares**”) of INN AT PRICE TOWER, INC., an Oklahoma corporation (the “**Corporation**”), standing in its name on the books of the Corporation, and does hereby irrevocably constitute and appoint Cynthia Blanchard as attorney to transfer the said Shares on the books of the Corporation maintained for that purpose, with full power of substitution in the premises.

Dated: _____

By: _____

Name: Brad Doenges

Title: Chairman of the Board

TAK -0125**Taktik Enterprises, Inc & Subsidiaries**

Clermont, FL 34711

INVOICE**BILL TO**

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2152**DATE** 11/01/2023**DUE DATE** 11/01/2023**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting	1	16,500.00	16,500.00
November 2023 Services			
Late fee			25.00
Flat fee - Applied on Nov 7, 2023			
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
Late fee			25.00
Flat fee - Applied on Nov 19, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 20, 2023			
Late fee			25.00
Flat fee - Applied on Nov 21, 2023			
Late fee			25.00
Flat fee - Applied on Nov 22, 2023			
Late fee			25.00
Flat fee - Applied on Nov 23, 2023			
Late fee			25.00
Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 1, 2023			
Late fee			25.00
Flat fee - Applied on Dec 2, 2023			
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Dec 16, 2023			25.00
Late fee Flat fee - Applied on Dec 17, 2023			25.00
Late fee Flat fee - Applied on Dec 18, 2023			25.00
Late fee Flat fee - Applied on Dec 19, 2023			25.00
Late fee Flat fee - Applied on Dec 20, 2023			25.00
Late fee Flat fee - Applied on Dec 21, 2023			25.00
Late fee Flat fee - Applied on Dec 22, 2023			25.00
Late fee Flat fee - Applied on Dec 23, 2023			25.00
Late fee Flat fee - Applied on Dec 24, 2023			25.00
Late fee Flat fee - Applied on Dec 25, 2023			25.00
Late fee Flat fee - Applied on Dec 26, 2023			25.00
Late fee Flat fee - Applied on Dec 27, 2023			25.00
Late fee Flat fee - Applied on Dec 28, 2023			25.00
Late fee Flat fee - Applied on Dec 29, 2023			25.00
Late fee Flat fee - Applied on Dec 30, 2023			25.00
Late fee Flat fee - Applied on Dec 31, 2023			25.00
Late fee Flat fee - Applied on Jan 1, 2024			25.00
Late fee Flat fee - Applied on Jan 2, 2024			25.00
Late fee Flat fee - Applied on Jan 3, 2024			25.00
Late fee Flat fee - Applied on Jan 4, 2024			25.00
Late fee Flat fee - Applied on Jan 6, 2024			25.00
Late fee Flat fee - Applied on Jan 7, 2024			25.00
Late fee Flat fee - Applied on Jan 8, 2024			25.00
Late fee Flat fee - Applied on Jan 9, 2024			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Jan 10, 2024			
Late fee			25.00
Flat fee - Applied on Jan 11, 2024			
Late fee			25.00
Flat fee - Applied on Jan 12, 2024			
Late fee			25.00
Flat fee - Applied on Jan 13, 2024			
Late fee			25.00
Flat fee - Applied on Jan 14, 2024			
Late fee			25.00
Flat fee - Applied on Jan 15, 2024			
Late fee			25.00
Flat fee - Applied on Jan 17, 2024			
Late fee			25.00
Flat fee - Applied on Jan 18, 2024			
Late fee			25.00
Flat fee - Applied on Jan 19, 2024			
Late fee			25.00
Flat fee - Applied on Jan 20, 2024			
Late fee			25.00
Flat fee - Applied on Jan 21, 2024			
Late fee			25.00
Flat fee - Applied on Jan 22, 2024			
Late fee			25.00
Flat fee - Applied on Jan 23, 2024			
Late fee			25.00
Flat fee - Applied on Jan 24, 2024			
Late fee			25.00
Flat fee - Applied on Jan 25, 2024			
Late fee			25.00
Flat fee - Applied on Jan 26, 2024			
Late fee			25.00
Flat fee - Applied on Jan 27, 2024			
Late fee			25.00
Flat fee - Applied on Jan 28, 2024			
Late fee			25.00
Flat fee - Applied on Jan 29, 2024			
Late fee			25.00
Flat fee - Applied on Jan 30, 2024			
Late fee			25.00
Flat fee - Applied on Jan 31, 2024			
Late fee			25.00
Flat fee - Applied on Feb 1, 2024			
Late fee			25.00
Flat fee - Applied on Feb 2, 2024			
Late fee			25.00
Flat fee - Applied on Feb 3, 2024			
Late fee			25.00
Flat fee - Applied on Feb 4, 2024			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Feb 5, 2024			
Late fee			25.00
Flat fee - Applied on Feb 7, 2024			
Late fee			25.00
Flat fee - Applied on Feb 8, 2024			
Late fee			25.00
Flat fee - Applied on Feb 9, 2024			
Late fee			25.00
Flat fee - Applied on Feb 10, 2024			
Late fee			25.00
Flat fee - Applied on Feb 11, 2024			
Late fee			25.00
Flat fee - Applied on Feb 12, 2024			
Late fee			25.00
Flat fee - Applied on Feb 13, 2024			
Late fee			25.00
Flat fee - Applied on Feb 14, 2024			
Late fee			25.00
Flat fee - Applied on Feb 15, 2024			
Late fee			25.00
Flat fee - Applied on Feb 16, 2024			
Late fee			25.00
Flat fee - Applied on Feb 17, 2024			
Late fee			25.00
Flat fee - Applied on Feb 18, 2024			
Late fee			25.00
Flat fee - Applied on Feb 19, 2024			
Late fee			25.00
Flat fee - Applied on Feb 20, 2024			
Late fee			25.00
Flat fee - Applied on Feb 21, 2024			
Late fee			25.00
Flat fee - Applied on Feb 22, 2024			
Late fee			25.00
Flat fee - Applied on Feb 23, 2024			
Late fee			25.00
Flat fee - Applied on Feb 24, 2024			
Late fee			25.00
Flat fee - Applied on Feb 25, 2024			
Late fee			25.00
Flat fee - Applied on Feb 26, 2024			
Late fee			25.00
Flat fee - Applied on Feb 27, 2024			
Late fee			25.00
Flat fee - Applied on Feb 28, 2024			
Late fee			25.00
Flat fee - Applied on Feb 29, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Mar 1, 2024			
Late fee			25.00
Flat fee - Applied on Mar 2, 2024			
Late fee			25.00
Flat fee - Applied on Mar 3, 2024			
Late fee			25.00
Flat fee - Applied on Mar 4, 2024			
Late fee			25.00
Flat fee - Applied on Mar 5, 2024			
Late fee			25.00
Flat fee - Applied on Mar 6, 2024			
Late fee			25.00
Flat fee - Applied on Mar 7, 2024			
Late fee			25.00
Flat fee - Applied on Mar 8, 2024			
Late fee			25.00
Flat fee - Applied on Mar 9, 2024			
Late fee			25.00
Flat fee - Applied on Mar 10, 2024			
Late fee			25.00
Flat fee - Applied on Mar 11, 2024			
Late fee			25.00
Flat fee - Applied on Mar 12, 2024			
Late fee			25.00
Flat fee - Applied on Mar 13, 2024			
Late fee			25.00
Flat fee - Applied on Mar 15, 2024			
Late fee			25.00
Flat fee - Applied on Mar 16, 2024			
Late fee			25.00
Flat fee - Applied on Mar 17, 2024			
Late fee			25.00
Flat fee - Applied on Mar 18, 2024			
Late fee			25.00
Flat fee - Applied on Mar 19, 2024			
Late fee			25.00
Flat fee - Applied on Mar 20, 2024			
Late fee			25.00
Flat fee - Applied on Mar 21, 2024			
Late fee			25.00
Flat fee - Applied on Mar 22, 2024			
Late fee			25.00
Flat fee - Applied on Mar 23, 2024			
Late fee			25.00
Flat fee - Applied on Mar 24, 2024			
Late fee			25.00
Flat fee - Applied on Mar 25, 2024			
Late fee			25.00
Flat fee - Applied on Mar 26, 2024			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Mar 27, 2024			
Late fee			25.00
Flat fee - Applied on Mar 28, 2024			
Late fee			25.00
Flat fee - Applied on Mar 29, 2024			
Late fee			25.00
Flat fee - Applied on Mar 30, 2024			
Late fee			25.00
Flat fee - Applied on Mar 31, 2024			
Late fee			25.00
Flat fee - Applied on Apr 1, 2024			
Late fee			25.00
Flat fee - Applied on Apr 2, 2024			
Late fee			25.00
Flat fee - Applied on Apr 3, 2024			
Late fee			25.00
Flat fee - Applied on Apr 4, 2024			
Late fee			25.00
Flat fee - Applied on Apr 6, 2024			
Late fee			25.00
Flat fee - Applied on Apr 7, 2024			
Late fee			25.00
Flat fee - Applied on Apr 8, 2024			
Late fee			25.00
Flat fee - Applied on Apr 9, 2024			
Late fee			25.00
Flat fee - Applied on Apr 10, 2024			
Late fee			25.00
Flat fee - Applied on Apr 11, 2024			
Late fee			25.00
Flat fee - Applied on Apr 12, 2024			
Late fee			25.00
Flat fee - Applied on Apr 13, 2024			
Late fee			25.00
Flat fee - Applied on Apr 14, 2024			
Late fee			25.00
Flat fee - Applied on Apr 15, 2024			
Late fee			25.00
Flat fee - Applied on Apr 16, 2024			
Late fee			25.00
Flat fee - Applied on Apr 17, 2024			
Late fee			25.00
Flat fee - Applied on Apr 18, 2024			
Late fee			25.00
Flat fee - Applied on Apr 19, 2024			
Late fee			25.00
Flat fee - Applied on Apr 20, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Apr 21, 2024			
Late fee			25.00
Flat fee - Applied on Apr 22, 2024			
Late fee			25.00
Flat fee - Applied on Apr 23, 2024			
Late fee			25.00
Flat fee - Applied on Apr 24, 2024			
Late fee			25.00
Flat fee - Applied on Apr 25, 2024			
Late fee			25.00
Flat fee - Applied on Apr 26, 2024			
Late fee			25.00
Flat fee - Applied on Apr 27, 2024			
Late fee			25.00
Flat fee - Applied on Apr 28, 2024			
Late fee			25.00
Flat fee - Applied on Apr 29, 2024			
Late fee			25.00
Flat fee - Applied on Apr 30, 2024			
Late fee	118	25.00	2,950.00
Manually Late Fee Adjustment May 1 to August 26, 2024 (\$25 a day)			
<hr/>			
November 2023 Services	SUBTOTAL		23,700.00
	TAX (0)		0.00
	TOTAL		23,700.00
	BALANCE DUE		\$23,700.00

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711



INVOICE

BILL TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2151

DATE 10/01/2023

DUE DATE 10/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting	1	16,500.00	16,500.00
October 2023 Services			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00
Flat fee - Applied on Oct 14, 2023			
Late fee			25.00
Flat fee - Applied on Oct 15, 2023			
Late fee			25.00
Flat fee - Applied on Oct 16, 2023			
Late fee	1	25.00	25.00
Late Fee Adjustment October 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 18, 2023			
Late fee			25.00
Flat fee - Applied on Oct 19, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Oct 20, 2023			
Late fee			25.00
Flat fee - Applied on Oct 21, 2023			
Late fee			25.00
Flat fee - Applied on Oct 22, 2023			
Late fee			25.00
Flat fee - Applied on Oct 23, 2023			
Late fee			25.00
Flat fee - Applied on Oct 24, 2023			
Late fee			25.00
Flat fee - Applied on Oct 25, 2023			
Late fee			25.00
Flat fee - Applied on Oct 26, 2023			
Late fee			25.00
Flat fee - Applied on Oct 27, 2023			
Late fee			25.00
Flat fee - Applied on Oct 28, 2023			
Late fee			25.00
Flat fee - Applied on Oct 29, 2023			
Late fee			25.00
Flat fee - Applied on Oct 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 31, 2023			
Late fee			25.00
Flat fee - Applied on Nov 1, 2023			
Late fee			25.00
Flat fee - Applied on Nov 2, 2023			
Late fee			25.00
Flat fee - Applied on Nov 3, 2023			
Late fee			25.00
Flat fee - Applied on Nov 4, 2023			
Late fee			25.00
Flat fee - Applied on Nov 5, 2023			
Late fee			25.00
Flat fee - Applied on Nov 6, 2023			
Late fee			25.00
Flat fee - Applied on Nov 7, 2023			
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Nov 14, 2023			25.00
Late fee Flat fee - Applied on Nov 15, 2023			25.00
Late fee Flat fee - Applied on Nov 16, 2023			25.00
Late fee Flat fee - Applied on Nov 17, 2023			25.00
Late fee Flat fee - Applied on Nov 18, 2023			25.00
Late fee Flat fee - Applied on Nov 19, 2023			25.00
Late fee Flat fee - Applied on Nov 20, 2023			25.00
Late fee Flat fee - Applied on Nov 21, 2023			25.00
Late fee Flat fee - Applied on Nov 22, 2023			25.00
Late fee Flat fee - Applied on Nov 23, 2023			25.00
Late fee Flat fee - Applied on Nov 24, 2023			25.00
Late fee Flat fee - Applied on Nov 25, 2023			25.00
Late fee Flat fee - Applied on Nov 26, 2023			25.00
Late fee Flat fee - Applied on Nov 27, 2023			25.00
Late fee Flat fee - Applied on Nov 28, 2023			25.00
Late fee Flat fee - Applied on Nov 29, 2023			25.00
Late fee Flat fee - Applied on Nov 30, 2023			25.00
Late fee Flat fee - Applied on Dec 1, 2023			25.00
Late fee Flat fee - Applied on Dec 2, 2023			25.00
Late fee Flat fee - Applied on Dec 3, 2023			25.00
Late fee Flat fee - Applied on Dec 4, 2023			25.00
Late fee Flat fee - Applied on Dec 5, 2023			25.00
Late fee Flat fee - Applied on Dec 7, 2023			25.00
Late fee Flat fee - Applied on Dec 8, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
Late fee			25.00
Flat fee - Applied on Dec 17, 2023			
Late fee			25.00
Flat fee - Applied on Dec 18, 2023			
Late fee			25.00
Flat fee - Applied on Dec 19, 2023			
Late fee			25.00
Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00
Flat fee - Applied on Dec 22, 2023			
Late fee			25.00
Flat fee - Applied on Dec 23, 2023			
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Flat fee - Applied on Dec 24, 2023			
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Flat fee - Applied on Dec 25, 2023			
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Flat fee - Applied on Dec 26, 2023			
Late fee			25.00
Flat fee - Applied on Dec 27, 2023			
Late fee			25.00
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee			25.00
Flat fee - Applied on Dec 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 31, 2023			
Late fee			25.00
Flat fee - Applied on Jan 1, 2024			
Late fee			25.00
Flat fee - Applied on Jan 2, 2024			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Jan 3, 2024			
Late fee			25.00
Flat fee - Applied on Jan 4, 2024			
Late fee			25.00
Flat fee - Applied on Jan 6, 2024			
Late fee			25.00
Flat fee - Applied on Jan 7, 2024			
Late fee			25.00
Flat fee - Applied on Jan 8, 2024			
Late fee			25.00
Flat fee - Applied on Jan 9, 2024			
Late fee			25.00
Flat fee - Applied on Jan 10, 2024			
Late fee			25.00
Flat fee - Applied on Jan 11, 2024			
Late fee			25.00
Flat fee - Applied on Jan 12, 2024			
Late fee			25.00
Flat fee - Applied on Jan 13, 2024			
Late fee			25.00
Flat fee - Applied on Jan 14, 2024			
Late fee			25.00
Flat fee - Applied on Jan 15, 2024			
Late fee			25.00
Flat fee - Applied on Jan 17, 2024			
Late fee			25.00
Flat fee - Applied on Jan 18, 2024			
Late fee			25.00
Flat fee - Applied on Jan 19, 2024			
Late fee			25.00
Flat fee - Applied on Jan 20, 2024			
Late fee			25.00
Flat fee - Applied on Jan 21, 2024			
Late fee			25.00
Flat fee - Applied on Jan 22, 2024			
Late fee			25.00
Flat fee - Applied on Jan 23, 2024			
Late fee			25.00
Flat fee - Applied on Jan 24, 2024			
Late fee			25.00
Flat fee - Applied on Jan 25, 2024			
Late fee			25.00
Flat fee - Applied on Jan 26, 2024			
Late fee			25.00
Flat fee - Applied on Jan 27, 2024			
Late fee			25.00
Flat fee - Applied on Jan 28, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Jan 29, 2024			
Late fee			25.00
Flat fee - Applied on Jan 30, 2024			
Late fee			25.00
Flat fee - Applied on Jan 31, 2024			
Late fee			25.00
Flat fee - Applied on Feb 1, 2024			
Late fee			25.00
Flat fee - Applied on Feb 2, 2024			
Late fee			25.00
Flat fee - Applied on Feb 3, 2024			
Late fee			25.00
Flat fee - Applied on Feb 4, 2024			
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Flat fee - Applied on Feb 5, 2024			
Late fee			25.00
Flat fee - Applied on Feb 7, 2024			
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Flat fee - Applied on Feb 8, 2024			
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Flat fee - Applied on Feb 9, 2024			
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Flat fee - Applied on Feb 10, 2024			
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Flat fee - Applied on Feb 11, 2024			
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Flat fee - Applied on Feb 12, 2024			
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Flat fee - Applied on Feb 13, 2024			
Late fee			25.00
Flat fee - Applied on Feb 14, 2024			
Late fee			25.00
Flat fee - Applied on Feb 15, 2024			
Late fee			25.00
Flat fee - Applied on Feb 16, 2024			
Late fee			25.00
Flat fee - Applied on Feb 17, 2024			
Late fee			25.00
Flat fee - Applied on Feb 18, 2024			
Late fee			25.00
Flat fee - Applied on Feb 19, 2024			
Late fee			25.00
Flat fee - Applied on Feb 20, 2024			
Late fee			25.00
Flat fee - Applied on Feb 21, 2024			
Late fee			25.00
Flat fee - Applied on Feb 22, 2024			
Late fee			25.00
Flat fee - Applied on Feb 23, 2024			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Feb 24, 2024			
Late fee			25.00
Flat fee - Applied on Feb 25, 2024			
Late fee			25.00
Flat fee - Applied on Feb 26, 2024			
Late fee			25.00
Flat fee - Applied on Feb 27, 2024			
Late fee			25.00
Flat fee - Applied on Feb 28, 2024			
Late fee			25.00
Flat fee - Applied on Feb 29, 2024			
Late fee			25.00
Flat fee - Applied on Mar 1, 2024			
Late fee			25.00
Flat fee - Applied on Mar 2, 2024			
Late fee			25.00
Flat fee - Applied on Mar 3, 2024			
Late fee			25.00
Flat fee - Applied on Mar 4, 2024			
Late fee			25.00
Flat fee - Applied on Mar 5, 2024			
Late fee			25.00
Flat fee - Applied on Mar 6, 2024			
Late fee			25.00
Flat fee - Applied on Mar 7, 2024			
Late fee			25.00
Flat fee - Applied on Mar 8, 2024			
Late fee			25.00
Flat fee - Applied on Mar 9, 2024			
Late fee			25.00
Flat fee - Applied on Mar 10, 2024			
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Flat fee - Applied on Mar 11, 2024			
Late fee			25.00
Flat fee - Applied on Mar 12, 2024			
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Flat fee - Applied on Mar 13, 2024			
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Flat fee - Applied on Mar 15, 2024			
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Flat fee - Applied on Mar 16, 2024			
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Flat fee - Applied on Mar 17, 2024			
Late fee			25.00
Flat fee - Applied on Mar 18, 2024			
Late fee			25.00
Flat fee - Applied on Mar 19, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Mar 20, 2024			
Late fee			25.00
Flat fee - Applied on Mar 21, 2024			
Late fee			25.00
Flat fee - Applied on Mar 22, 2024			
Late fee			25.00
Flat fee - Applied on Mar 23, 2024			
Late fee			25.00
Flat fee - Applied on Mar 24, 2024			
Late fee			25.00
Flat fee - Applied on Mar 25, 2024			
Late fee			25.00
Flat fee - Applied on Mar 26, 2024			
Late fee			25.00
Flat fee - Applied on Mar 27, 2024			
Late fee			25.00
Flat fee - Applied on Mar 28, 2024			
Late fee			25.00
Flat fee - Applied on Mar 29, 2024			
Late fee			25.00
Flat fee - Applied on Mar 30, 2024			
Late fee			25.00
Flat fee - Applied on Mar 31, 2024			
Late fee			25.00
Flat fee - Applied on Mar 31, 2024			
Late fee			25.00
Manually Late Fee Adjustment April 1 to August 26, 2024 (\$25 a day)	148	25.00	3,700.00
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October 2023 Services	SUBTOTAL		24,500.00
	TAX (0)		0.00
	TOTAL		24,500.00
	BALANCE DUE		\$24,500.00

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711



INVOICE

BILL TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2150

DATE 09/15/2023

DUE DATE 09/30/2023

TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Promissory Note - Cash Due Converted to Note	0		0.00T
Document Ref: KSFIU-WPWRU-VZMVX-SDRKP April 7, 2023 Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500			
*Re-Deferred Cash from 2022 Services Rendered - \$20,000.00			
*Re-deferred Cash from Jan, Feb, March & April 2023 Service rendered - \$25,000			
*Balance of HeraSoft Promissory Note assumed by Copper Tree Inc - \$32,500			
<hr/>			
Document Ref: KSFIU-WPWRU-VZMVX-SDRKP April 7, 2023	SUBTOTAL		0.00
Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500	TAX (0)		0.00
	TOTAL		0.00
	BALANCE DUE		\$0.00

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711



INVOICE

BILL TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2149

DATE 09/01/2023

DUE DATE 09/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting	1	16,500.00	16,500.00
September 2023 Services			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 6, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 7, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 8, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 9, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 10, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 11, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 12, 2023			
Late fee	1	25.00	25.00
Flat fee - Applied on Sept 13, 2023			
Late fee			25.00
Flat fee - Applied on Sep 14, 2023			
Late fee			25.00
Flat fee - Applied on Sep 15, 2023			
Late fee			25.00
Flat fee - Applied on Sep 16, 2023			
Late fee			25.00
Flat fee - Applied on Sep 17, 2023			
Late fee			25.00
Flat fee - Applied on Sep 18, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
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Flat fee - Applied on Oct 1, 2023			
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Flat fee - Applied on Oct 14, 2023			
Late fee			25.00
Flat fee - Applied on Oct 15, 2023			

TAK -0144

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Oct 16, 2023			25.00
Late fee Late Fee Adjustment October 17, 2023	1	25.00	25.00
Late fee Flat fee - Applied on Oct 17, 2023			25.00
Late fee Flat fee - Applied on Oct 18, 2023			25.00
Late fee Flat fee - Applied on Oct 19, 2023			25.00
Late fee Flat fee - Applied on Oct 20, 2023			25.00
Late fee Flat fee - Applied on Oct 21, 2023			25.00
Late fee Flat fee - Applied on Oct 22, 2023			25.00
Late fee Flat fee - Applied on Oct 23, 2023			25.00
Late fee Flat fee - Applied on Oct 24, 2023			25.00
Late fee Flat fee - Applied on Oct 25, 2023			25.00
Late fee Flat fee - Applied on Oct 26, 2023			25.00
Late fee Flat fee - Applied on Oct 27, 2023			25.00
Late fee Flat fee - Applied on Oct 28, 2023			25.00
Late fee Flat fee - Applied on Oct 29, 2023			25.00
Late fee Flat fee - Applied on Oct 30, 2023			25.00
Late fee Flat fee - Applied on Oct 31, 2023			25.00
Late fee Flat fee - Applied on Nov 1, 2023			25.00
Late fee Flat fee - Applied on Nov 2, 2023			25.00
Late fee Flat fee - Applied on Nov 3, 2023			25.00
Late fee Flat fee - Applied on Nov 4, 2023			25.00
Late fee Flat fee - Applied on Nov 5, 2023			25.00
Late fee Flat fee - Applied on Nov 6, 2023			25.00
Late fee Flat fee - Applied on Nov 7, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
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Flat fee - Applied on Nov 11, 2023			
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Flat fee - Applied on Dec 1, 2023			
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ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
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ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
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ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Jan 24, 2024			
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Flat fee - Applied on Feb 15, 2024			
Late fee			25.00
Flat fee - Applied on Feb 16, 2024			
Late fee			25.00
Flat fee - Applied on Feb 17, 2024			
Late fee			25.00

\$25,300.00

TAK -0150

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE

BILL TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
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Suite 102
Bartlesville, OK 74003

INVOICE # 2146**DATE** 08/16/2023**DUE DATE** 08/26/2023**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Deferred Cash Payments Due Equity Trade Not Memorialized by Client - Monthly Deferred Cash Pending Addendum Due Upon Receipt at \$11,500 per month (May, June, July and August 2023)	4	11,500.00	46,000.00
Balance of Promissory Note Due \$77,500 Promissory note in default and full principal balance is due as per agreement. In addition to previously invoiced and unpaid monthly installments of \$6458.33 per month to date for principal payments from May June, July and August 2023, remaining principal balance due on 12 month promissory note	8	6,458.33	51,666.64
Deferred Cash Payments Due Late Payment s paused contingent upon Copper Tree ability to settle outstanding balances as of 7/31/2023. Late fees were paused/deferred and since outstanding balance was not able to be timely paid prior to 8/1/2023, contingent deferment of late fees are now due. Late fess will continue to bear \$25.00 per day accrual as per agreement. These late fees are all late fess through 8/16/2023.	325	25.00	8,125.00
Late fee Individual Invoices Updated to Account for respective Late Fee Adjustments through August 16, 2023	325	-25.00	-8,125.00
Late fee Flat fee - Applied on Sep 1, 2023			25.00
Late fee Flat fee - Applied on Sep 2, 2023			25.00

TAK -0151

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Sep 3, 2023			
Late fee			25.00
Flat fee - Applied on Sep 4, 2023			
Late fee			25.00
Flat fee - Applied on Sep 5, 2023			
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Flat fee - Applied on Sep 18, 2023			
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Flat fee - Applied on Sep 19, 2023			
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Flat fee - Applied on Sep 20, 2023			
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Flat fee - Applied on Sep 21, 2023			
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ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
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Flat fee - Applied on Oct 16, 2023			
Late fee	1	25.00	25.00T
Late Fee Adjustment October 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 17, 2023			
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Flat fee - Applied on Oct 18, 2023			
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ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
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ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 16, 2023			
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Flat fee - Applied on Dec 10, 2023			
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Flat fee - Applied on Dec 11, 2023			

TAK -0155

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
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Flat fee - Applied on Dec 14, 2023			
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ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Jan 6, 2024			
Late fee			25.00
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ACTIVITY	QTY	RATE	AMOUNT
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Flat fee - Applied on Feb 1, 2024			
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Flat fee - Applied on Feb 8, 2024			
Late fee			25.00
Flat fee - Applied on Feb 9, 2024			
Late fee			25.00
Flat fee - Applied on Feb 10, 2024			
Late fee			25.00
Flat fee - Applied on Feb 11, 2024			
Late fee			25.00
Flat fee - Applied on Feb 12, 2024			
Late fee			25.00
Flat fee - Applied on Feb 13, 2024			
Late fee			25.00
Flat fee - Applied on Feb 14, 2024			
Late fee			25.00
Flat fee - Applied on Feb 15, 2024			
Late fee			25.00
Flat fee - Applied on Feb 16, 2024			
Late fee			25.00
Flat fee - Applied on Feb 17, 2024			
Late fee			25.00
Flat fee - Applied on Feb 18, 2024			
Late fee			25.00
Flat fee - Applied on Feb 19, 2024			
Late fee			25.00
Flat fee - Applied on Feb 20, 2024			
Late fee			25.00
Flat fee - Applied on Feb 21, 2024			
Late fee			25.00
Flat fee - Applied on Feb 22, 2024			
Late fee			25.00
Flat fee - Applied on Feb 23, 2024			
Late fee			25.00
Flat fee - Applied on Feb 24, 2024			
Late fee			25.00
Flat fee - Applied on Feb 25, 2024			
Late fee	182	25.00	4,550.00

ACTIVITY	QTY	RATE	AMOUNT
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Late Fees Applied for February 26, 2024 to
August 26, 2024

Please note that Copper Tree has been previously notified of default without active resolution to cure. As per the agreements, all respective fees and balance are now due within 10 calendar days	SUBTOTAL	106,541.64
	TAX (0)	0.00
	TOTAL	106,541.64
	BALANCE DUE	\$106,541.64

TAK -0159

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE

BILL TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2145**DATE 08/15/2023****DUE DATE 08/30/2023****TERMS Net 15**

ACTIVITY	QTY	RATE	AMOUNT
Promissory Note - Cash Due Converted to Note	1	6,458.33	6,458.33
Document Ref: KSFIU-WPWRU-VZMVX-SDRKP April 7, 2023 Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500			
*Re-Deferred Cash from 2022 Services Rendered - \$20,000.00			
*Re-deferred Cash from Jan, Feb, March & April 2023 Service rendered - \$25,000			
*Balance of HeraSoft Promissory Note assumed by Copper Tree Inc - \$32,500			
Late fee			25.00
Flat fee - Applied on Sep 5, 2023			
Late fee			25.00
Flat fee - Applied on Sep 6, 2023			
Late fee			25.00
Flat fee - Applied on Sep 7, 2023			
Late fee			25.00
Flat fee - Applied on Sep 8, 2023			
Late fee			25.00
Flat fee - Applied on Sep 9, 2023			
Late fee			25.00
Flat fee - Applied on Sep 10, 2023			
Late fee			25.00
Flat fee - Applied on Sep 11, 2023			
Late fee			25.00
Flat fee - Applied on Sep 12, 2023			
Late fee			25.00
Flat fee - Applied on Sep 13, 2023			

TAK -0160

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Sep 14, 2023			
Late fee			25.00
Flat fee - Applied on Sep 15, 2023			
Late fee			25.00
Flat fee - Applied on Sep 16, 2023			
Late fee			25.00
Flat fee - Applied on Sep 17, 2023			
Late fee			25.00
Flat fee - Applied on Sep 18, 2023			
Late fee			25.00
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
Late fee			25.00
Flat fee - Applied on Sep 23, 2023			
Late fee			25.00
Flat fee - Applied on Sep 24, 2023			
Late fee			25.00
Flat fee - Applied on Sep 26, 2023			
Late fee			25.00
Flat fee - Applied on Sep 27, 2023			
Late fee			25.00
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
Late fee			25.00
Flat fee - Applied on Sep 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 1, 2023			
Late fee			25.00
Flat fee - Applied on Oct 2, 2023			
Late fee			25.00
Flat fee - Applied on Oct 3, 2023			
Late fee			25.00
Flat fee - Applied on Oct 4, 2023			
Late fee			25.00
Flat fee - Applied on Oct 5, 2023			
Late fee			25.00
Flat fee - Applied on Oct 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00

TAK -0161

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00
Flat fee - Applied on Oct 14, 2023			
Late fee			25.00
Flat fee - Applied on Oct 15, 2023			
Late fee			25.00
Flat fee - Applied on Oct 16, 2023			
Late fee	2	25.00	50.00
Late Fee Adjustment August 31 & October 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 18, 2023			
Late fee			25.00
Flat fee - Applied on Oct 19, 2023			
Late fee			25.00
Flat fee - Applied on Oct 20, 2023			
Late fee			25.00
Flat fee - Applied on Oct 21, 2023			
Late fee			25.00
Flat fee - Applied on Oct 22, 2023			
Late fee			25.00
Flat fee - Applied on Oct 23, 2023			
Late fee			25.00
Flat fee - Applied on Oct 24, 2023			
Late fee			25.00
Flat fee - Applied on Oct 25, 2023			
Late fee			25.00
Flat fee - Applied on Oct 26, 2023			
Late fee			25.00
Flat fee - Applied on Oct 27, 2023			
Late fee			25.00
Flat fee - Applied on Oct 28, 2023			
Late fee			25.00
Flat fee - Applied on Oct 29, 2023			
Late fee			25.00
Flat fee - Applied on Oct 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 31, 2023			
Late fee			25.00
Flat fee - Applied on Nov 1, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 2, 2023			
Late fee			25.00
Flat fee - Applied on Nov 3, 2023			
Late fee			25.00
Flat fee - Applied on Nov 4, 2023			
Late fee			25.00
Flat fee - Applied on Nov 5, 2023			
Late fee			25.00
Flat fee - Applied on Nov 6, 2023			
Late fee			25.00
Flat fee - Applied on Nov 7, 2023			
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
Late fee			25.00
Flat fee - Applied on Nov 19, 2023			
Late fee			25.00
Flat fee - Applied on Nov 20, 2023			
Late fee			25.00
Flat fee - Applied on Nov 21, 2023			
Late fee			25.00
Flat fee - Applied on Nov 22, 2023			
Late fee			25.00
Flat fee - Applied on Nov 23, 2023			
Late fee			25.00
Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 1, 2023			
Late fee			25.00
Flat fee - Applied on Dec 2, 2023			
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
Late fee			25.00
Flat fee - Applied on Dec 17, 2023			
Late fee			25.00
Flat fee - Applied on Dec 18, 2023			
Late fee			25.00
Flat fee - Applied on Dec 19, 2023			
Late fee			25.00
Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 22, 2023			
Late fee			25.00
Flat fee - Applied on Dec 23, 2023			
Late fee			25.00
Flat fee - Applied on Dec 24, 2023			
Late fee			25.00
Flat fee - Applied on Dec 25, 2023			
Late fee			25.00
Flat fee - Applied on Dec 26, 2023			
Late fee			25.00
Flat fee - Applied on Dec 27, 2023			
Late fee			25.00
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee			25.00
Flat fee - Applied on Dec 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 31, 2023			
Late fee			25.00
Flat fee - Applied on Jan 1, 2024			
Late fee			25.00
Flat fee - Applied on Jan 2, 2024			
Late fee			25.00
Flat fee - Applied on Jan 3, 2024			
Late fee			25.00
Flat fee - Applied on Jan 4, 2024			
Late fee			25.00
Flat fee - Applied on Jan 6, 2024			
Late fee			25.00
Flat fee - Applied on Jan 7, 2024			
Late fee			25.00
Flat fee - Applied on Jan 8, 2024			
Late fee			25.00
Flat fee - Applied on Jan 9, 2024			
Late fee			25.00
Flat fee - Applied on Jan 10, 2024			
Late fee			25.00
Flat fee - Applied on Jan 11, 2024			
Late fee			25.00
Flat fee - Applied on Jan 12, 2024			
Late fee			25.00
Flat fee - Applied on Jan 13, 2024			
Late fee			25.00
Flat fee - Applied on Jan 14, 2024			
Late fee			25.00
Flat fee - Applied on Jan 15, 2024			
Late fee			25.00
Flat fee - Applied on Jan 17, 2024			

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Jan 18, 2024			25.00
Late fee Flat fee - Applied on Jan 19, 2024			25.00
Late fee Flat fee - Applied on Jan 20, 2024			25.00
Late fee Flat fee - Applied on Jan 21, 2024			25.00
Late fee Flat fee - Applied on Jan 22, 2024			25.00
Late fee Flat fee - Applied on Jan 23, 2024			25.00
Late fee Flat fee - Applied on Jan 24, 2024			25.00
Late fee Flat fee - Applied on Jan 25, 2024			25.00
Late fee Flat fee - Applied on Jan 26, 2024			25.00
Late fee Flat fee - Applied on Jan 27, 2024			25.00
Late fee Flat fee - Applied on Jan 28, 2024			25.00
Late fee Flat fee - Applied on Jan 29, 2024			25.00
Late fee Flat fee - Applied on Jan 30, 2024			25.00
Late fee Flat fee - Applied on Jan 31, 2024			25.00
Late fee Flat fee - Applied on Feb 1, 2024			25.00
Late fee Flat fee - Applied on Feb 2, 2024			25.00
Late fee Flat fee - Applied on Feb 3, 2024			25.00
Late fee Flat fee - Applied on Feb 4, 2024			25.00
Late fee Flat fee - Applied on Feb 5, 2024			25.00
Late fee Flat fee - Applied on Feb 7, 2024			25.00
Late fee Flat fee - Applied on Feb 8, 2024			25.00
Late fee Flat fee - Applied on Feb 9, 2024			25.00
Late fee Flat fee - Applied on Feb 10, 2024			25.00
Late fee Flat fee - Applied on Feb 11, 2024			25.00
Late fee			25.00

\$15,258.33

TAK -0167

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE

BILL TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2144**DATE** 08/01/2023**DUE DATE** 08/01/2023**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting August 2023 Services	1	16,500.00	16,500.00
Advisory Consulting August 2023 Services - Cash Reduction in exchange for Immediate Equity Grant at \$0.0100 per share par value for total of 0.23% (\$11,500 cash reduction at \$5,000,000 Valuation) - Shall remain as cash deferred until addendum provided by Copper and mutually executed and equity issued.	1	-11,500.00	-11,500.00
Late fee Flat fee - Applied on Aug 17, 2023			25.00
Late fee Flat fee - Applied on Aug 18, 2023			25.00
Late fee Flat fee - Applied on Aug 19, 2023			25.00
Late fee Flat fee - Applied on Aug 20, 2023			25.00
Late fee Flat fee - Applied on Aug 21, 2023			25.00
Late fee Flat fee - Applied on Aug 22, 2023			25.00
Late fee Flat fee - Applied on Aug 23, 2023			25.00
Late fee Flat fee - Applied on Aug 24, 2023			25.00
Late fee Flat fee - Applied on Aug 25, 2023			25.00
Late fee Flat fee - Applied on Aug 26, 2023			25.00

TAK -0168

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Aug 27, 2023			25.00
Late fee Flat fee - Applied on Aug 28, 2023			25.00
Late fee Flat fee - Applied on Aug 29, 2023			25.00
Late fee Flat fee - Applied on Aug 30, 2023			25.00
Late fee Flat fee - Applied on Aug 31, 2023			25.00
Late fee Flat fee - Applied on Sep 1, 2023			25.00
Late fee Flat fee - Applied on Sep 2, 2023			25.00
Late fee Flat fee - Applied on Sep 3, 2023			25.00
Late fee Flat fee - Applied on Sep 4, 2023			25.00
Late fee Flat fee - Applied on Sep 5, 2023			25.00
Late fee Flat fee - Applied on Sep 6, 2023			25.00
Late fee Flat fee - Applied on Sep 7, 2023			25.00
Late fee Flat fee - Applied on Sep 8, 2023			25.00
Late fee Flat fee - Applied on Sep 9, 2023			25.00
Late fee Flat fee - Applied on Sep 10, 2023			25.00
Late fee Flat fee - Applied on Sep 11, 2023			25.00
Late fee Flat fee - Applied on Sep 12, 2023			25.00
Late fee Flat fee - Applied on Sep 13, 2023			25.00
Late fee Adjustment for Late Fees August 6 to August 16, 2023	11	25.00	275.00
Late fee Flat fee - Applied on Sep 14, 2023			25.00
Late fee Flat fee - Applied on Sep 15, 2023			25.00
Late fee Flat fee - Applied on Sep 16, 2023			25.00
Late fee Flat fee - Applied on Sep 17, 2023			25.00
Late fee Flat fee - Applied on Sep 18, 2023			25.00

TAK -0169

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
Late fee			25.00
Flat fee - Applied on Sep 23, 2023			
Late fee			25.00
Flat fee - Applied on Sep 24, 2023			
Late fee			25.00
Flat fee - Applied on Sep 26, 2023			
Late fee			25.00
Flat fee - Applied on Sep 27, 2023			
Late fee			25.00
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
Late fee			25.00
Flat fee - Applied on Sep 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 1, 2023			
Late fee			25.00
Flat fee - Applied on Oct 2, 2023			
Late fee			25.00
Flat fee - Applied on Oct 3, 2023			
Late fee			25.00
Flat fee - Applied on Oct 4, 2023			
Late fee			25.00
Flat fee - Applied on Oct 5, 2023			
Late fee			25.00
Flat fee - Applied on Oct 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00
Flat fee - Applied on Oct 14, 2023			
Late fee			25.00

TAK -0170

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Oct 15, 2023			
Late fee			25.00
Flat fee - Applied on Oct 16, 2023			
Late fee	1	25.00	25.00
Late Fee Adjustment October 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 18, 2023			
Late fee			25.00
Flat fee - Applied on Oct 19, 2023			
Late fee			25.00
Flat fee - Applied on Oct 20, 2023			
Late fee			25.00
Flat fee - Applied on Oct 21, 2023			
Late fee			25.00
Flat fee - Applied on Oct 22, 2023			
Late fee			25.00
Flat fee - Applied on Oct 23, 2023			
Late fee			25.00
Flat fee - Applied on Oct 24, 2023			
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Flat fee - Applied on Oct 25, 2023			
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Flat fee - Applied on Oct 26, 2023			
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Flat fee - Applied on Oct 27, 2023			
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Flat fee - Applied on Oct 28, 2023			
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Flat fee - Applied on Oct 29, 2023			
Late fee			25.00
Flat fee - Applied on Oct 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 31, 2023			
Late fee			25.00
Flat fee - Applied on Nov 1, 2023			
Late fee			25.00
Flat fee - Applied on Nov 2, 2023			
Late fee			25.00
Flat fee - Applied on Nov 3, 2023			
Late fee			25.00
Flat fee - Applied on Nov 4, 2023			
Late fee			25.00
Flat fee - Applied on Nov 5, 2023			
Late fee			25.00
Flat fee - Applied on Nov 6, 2023			
Late fee			25.00
Flat fee - Applied on Nov 7, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
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Flat fee - Applied on Nov 19, 2023			
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Flat fee - Applied on Nov 21, 2023			
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Flat fee - Applied on Nov 22, 2023			
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Flat fee - Applied on Nov 23, 2023			
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Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 1, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 2, 2023			
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
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Flat fee - Applied on Dec 13, 2023			
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Flat fee - Applied on Dec 14, 2023			
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Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
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Flat fee - Applied on Dec 17, 2023			
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Flat fee - Applied on Dec 18, 2023			
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Flat fee - Applied on Dec 19, 2023			
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Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00
Flat fee - Applied on Dec 22, 2023			
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Flat fee - Applied on Dec 23, 2023			
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Flat fee - Applied on Dec 24, 2023			
Late fee			25.00
Flat fee - Applied on Dec 25, 2023			
Late fee			25.00
Flat fee - Applied on Dec 26, 2023			
Late fee			25.00
Flat fee - Applied on Dec 27, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee			25.00
Flat fee - Applied on Dec 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 31, 2023			
Late fee			25.00
Flat fee - Applied on Jan 1, 2024			
Late fee			25.00
Flat fee - Applied on Jan 2, 2024			
Late fee			25.00
Flat fee - Applied on Jan 3, 2024			
Late fee			25.00
Flat fee - Applied on Jan 4, 2024			
Late fee			25.00
Flat fee - Applied on Jan 6, 2024			
Late fee			25.00
Flat fee - Applied on Jan 7, 2024			
Late fee			25.00
Flat fee - Applied on Jan 8, 2024			
Late fee			25.00
Flat fee - Applied on Jan 9, 2024			
Late fee			25.00
Flat fee - Applied on Jan 10, 2024			
Late fee			25.00
Flat fee - Applied on Jan 11, 2024			
Late fee			25.00
Flat fee - Applied on Jan 12, 2024			
Late fee			25.00
Flat fee - Applied on Jan 13, 2024			
Late fee			25.00
Flat fee - Applied on Jan 14, 2024			
Late fee			25.00
Flat fee - Applied on Jan 15, 2024			
Late fee			25.00
Flat fee - Applied on Jan 17, 2024			
Late fee			25.00
Flat fee - Applied on Jan 18, 2024			
Late fee			25.00
Flat fee - Applied on Jan 19, 2024			
Late fee			25.00
Flat fee - Applied on Jan 20, 2024			
Late fee			25.00
Flat fee - Applied on Jan 21, 2024			
Late fee			25.00
Flat fee - Applied on Jan 22, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Jan 23, 2024			
Late fee			25.00
Flat fee - Applied on Jan 24, 2024			
Late fee			25.00
Flat fee - Applied on Jan 25, 2024			
Late fee			25.00
Flat fee - Applied on Jan 26, 2024			
Late fee			25.00
Flat fee - Applied on Jan 27, 2024			
Late fee			25.00
Flat fee - Applied on Jan 28, 2024			
Late fee			25.00
Flat fee - Applied on Jan 29, 2024			
Late fee			25.00
Flat fee - Applied on Jan 30, 2024			
Late fee			25.00
Flat fee - Applied on Jan 31, 2024			
Late fee	207	25.00	5,175.00
Late Fees Applied for February 1, 2024 to August 26, 2024			
<hr/>			
August Services 2023 Services (reduced retainer) - \$11.5K monthly	SUBTOTAL		14,550.00
cash Exchange awaiting addendum from Copper Tree Inc. Remains	TAX (0)		0.00
as cash deferred until mutually agreed and executed	TOTAL		14,550.00
	BALANCE DUE		\$14,550.00

TAK -0175**Taktik Enterprises, Inc & Subsidiaries**

Clermont, FL 34711

INVOICE**BILL TO**

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2143**DATE** 07/15/2023**DUE DATE** 07/30/2023**TERMS** Net 15

ACTIVITY	QTY	RATE	AMOUNT
Promissory Note - Cash Due Converted to Note Document Ref: KSFIU-WPWRU-VZMVX- SDRKP April 7, 2023 Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500	1	6,458.33	6,458.33
*Re-Deferred Cash from 2022 Services Rendered - \$20,000.00 *Re-deferred Cash from Jan, Feb, March & April 2023 Service rendered - \$25,000 *Balance of HeraSoft Promissory Note assumed by Copper Tree Inc - \$32,500			
Late fee Flat fee - Applied on Aug 17, 2023			25.00
Late fee Flat fee - Applied on Aug 18, 2023			25.00
Late fee Flat fee - Applied on Aug 19, 2023			25.00
Late fee Flat fee - Applied on Aug 20, 2023			25.00
Late fee Flat fee - Applied on Aug 21, 2023			25.00
Late fee Flat fee - Applied on Aug 22, 2023			25.00
Late fee Flat fee - Applied on Aug 23, 2023			25.00
Late fee Flat fee - Applied on Aug 24, 2023			25.00
Late fee Flat fee - Applied on Aug 25, 2023			25.00

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Aug 26, 2023			25.00
Late fee Flat fee - Applied on Aug 27, 2023			25.00
Late fee Flat fee - Applied on Aug 28, 2023			25.00
Late fee Flat fee - Applied on Aug 29, 2023			25.00
Late fee Flat fee - Applied on Aug 30, 2023			25.00
Late fee Flat fee - Applied on Aug 31, 2023			25.00
Late fee Flat fee - Applied on Sep 1, 2023			25.00
Late fee Flat fee - Applied on Sep 2, 2023			25.00
Late fee Flat fee - Applied on Sep 3, 2023			25.00
Late fee Flat fee - Applied on Sep 4, 2023			25.00
Late fee Flat fee - Applied on Sep 5, 2023			25.00
Late fee Flat fee - Applied on Sep 6, 2023			25.00
Late fee Flat fee - Applied on Sep 7, 2023			25.00
Late fee Flat fee - Applied on Sep 8, 2023			25.00
Late fee Flat fee - Applied on Sep 9, 2023			25.00
Late fee Flat fee - Applied on Sep 10, 2023			25.00
Late fee Flat fee - Applied on Sep 11, 2023			25.00
Late fee Flat fee - Applied on Sep 12, 2023			25.00
Late fee Flat fee - Applied on Sep 13, 2023			25.00
Late fee Late Fee Adjustment August 5 to August 16 2023	13	25.00	325.00
Late fee Flat fee - Applied on Sep 14, 2023			25.00
Late fee Flat fee - Applied on Sep 15, 2023			25.00
Late fee Flat fee - Applied on Sep 16, 2023			25.00
Late fee Flat fee - Applied on Sep 17, 2023			25.00

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Sep 18, 2023			
Late fee			25.00
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
Late fee			25.00
Flat fee - Applied on Sep 23, 2023			
Late fee			25.00
Flat fee - Applied on Sep 24, 2023			
Late fee			25.00
Flat fee - Applied on Sep 26, 2023			
Late fee			25.00
Flat fee - Applied on Sep 27, 2023			
Late fee			25.00
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
Late fee			25.00
Flat fee - Applied on Sep 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 1, 2023			
Late fee			25.00
Flat fee - Applied on Oct 2, 2023			
Late fee			25.00
Flat fee - Applied on Oct 3, 2023			
Late fee			25.00
Flat fee - Applied on Oct 4, 2023			
Late fee			25.00
Flat fee - Applied on Oct 5, 2023			
Late fee			25.00
Flat fee - Applied on Oct 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Oct 14, 2023			
Late fee			25.00
Flat fee - Applied on Oct 15, 2023			
Late fee			25.00
Flat fee - Applied on Oct 16, 2023			
Late fee	1	25.00	25.00
Late Fee Adjustment October 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 17, 2023			
Late fee			25.00
Flat fee - Applied on Oct 18, 2023			
Late fee			25.00
Flat fee - Applied on Oct 19, 2023			
Late fee			25.00
Flat fee - Applied on Oct 20, 2023			
Late fee			25.00
Flat fee - Applied on Oct 21, 2023			
Late fee			25.00
Flat fee - Applied on Oct 22, 2023			
Late fee			25.00
Flat fee - Applied on Oct 23, 2023			
Late fee			25.00
Flat fee - Applied on Oct 24, 2023			
Late fee			25.00
Flat fee - Applied on Oct 25, 2023			
Late fee			25.00
Flat fee - Applied on Oct 26, 2023			
Late fee			25.00
Flat fee - Applied on Oct 27, 2023			
Late fee			25.00
Flat fee - Applied on Oct 28, 2023			
Late fee			25.00
Flat fee - Applied on Oct 29, 2023			
Late fee			25.00
Flat fee - Applied on Oct 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 31, 2023			
Late fee			25.00
Flat fee - Applied on Nov 1, 2023			
Late fee			25.00
Flat fee - Applied on Nov 2, 2023			
Late fee			25.00
Flat fee - Applied on Nov 3, 2023			
Late fee			25.00
Flat fee - Applied on Nov 4, 2023			
Late fee			25.00
Flat fee - Applied on Nov 5, 2023			
Late fee			25.00
Flat fee - Applied on Nov 6, 2023			

TAK -0179

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Nov 7, 2023			
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
Late fee			25.00
Flat fee - Applied on Nov 19, 2023			
Late fee			25.00
Flat fee - Applied on Nov 20, 2023			
Late fee			25.00
Flat fee - Applied on Nov 21, 2023			
Late fee			25.00
Flat fee - Applied on Nov 22, 2023			
Late fee			25.00
Flat fee - Applied on Nov 23, 2023			
Late fee			25.00
Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 1, 2023			
Late fee			25.00
Flat fee - Applied on Dec 2, 2023			
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
Late fee			25.00
Flat fee - Applied on Dec 17, 2023			
Late fee			25.00
Flat fee - Applied on Dec 18, 2023			
Late fee			25.00
Flat fee - Applied on Dec 19, 2023			
Late fee			25.00
Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00
Flat fee - Applied on Dec 22, 2023			
Late fee			25.00
Flat fee - Applied on Dec 23, 2023			
Late fee			25.00
Flat fee - Applied on Dec 24, 2023			
Late fee			25.00
Flat fee - Applied on Dec 25, 2023			
Late fee			25.00
Flat fee - Applied on Dec 26, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 27, 2023			
Late fee			25.00
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee			25.00
Flat fee - Applied on Dec 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 31, 2023			
Late fee			25.00
Flat fee - Applied on Jan 1, 2024			
Late fee			25.00
Flat fee - Applied on Jan 2, 2024			
Late fee			25.00
Flat fee - Applied on Jan 3, 2024			
Late fee			25.00
Flat fee - Applied on Jan 4, 2024			
Late fee			25.00
Flat fee - Applied on Jan 6, 2024			
Late fee			25.00
Flat fee - Applied on Jan 7, 2024			
Late fee			25.00
Flat fee - Applied on Jan 8, 2024			
Late fee			25.00
Flat fee - Applied on Jan 9, 2024			
Late fee			25.00
Flat fee - Applied on Jan 10, 2024			
Late fee			25.00
Flat fee - Applied on Jan 11, 2024			
Late fee			25.00
Flat fee - Applied on Jan 12, 2024			
Late fee			25.00
Flat fee - Applied on Jan 13, 2024			
Late fee			25.00
Flat fee - Applied on Jan 14, 2024			
Late fee			25.00
Flat fee - Applied on Jan 15, 2024			
Late fee			25.00
Flat fee - Applied on Jan 17, 2024			
Late fee			25.00
Flat fee - Applied on Jan 18, 2024			
Late fee			25.00
Flat fee - Applied on Jan 19, 2024			
Late fee			25.00
Flat fee - Applied on Jan 20, 2024			
Late fee			25.00
Flat fee - Applied on Jan 21, 2024			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Jan 22, 2024			
Late fee			25.00
Flat fee - Applied on Jan 23, 2024			
Late fee			25.00
Flat fee - Applied on Jan 24, 2024			
Late fee			25.00
Flat fee - Applied on Jan 25, 2024			
Late fee			25.00
Flat fee - Applied on Jan 26, 2024			
Late fee			25.00
Flat fee - Applied on Jan 27, 2024			
Late fee			25.00
Flat fee - Applied on Jan 28, 2024			
Late fee			25.00
Flat fee - Applied on Jan 29, 2024			
Late fee	209	25.00	5,225.00
Late Fees Applied for January 30, 2024 to August 26, 2024			
<hr/>			
UPDATED 9/26/2023 -Document Ref: KSFIU-WPWRU-VZMVX-	SUBTOTAL		16,058.33
SDRKP April 7, 2023 Updated Consulting Agreement with Simplified	TAX (0)		0.00
Promissory Note: 12 Months, 0% interest - Total Due \$77,500	TOTAL		16,058.33
	BALANCE DUE		\$16,058.33

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE

BILL TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2141

DATE 07/01/2023

DUE DATE 07/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting July Services	1	16,500.00	16,500.00
Advisory Consulting July 2023 Services - Cash Reduction in exchange for Immediate Equity Grant at \$0.0100 per share par value for total of 0.23% (\$11,500 cash reduction at \$5,000,000 Valuation) - Shall remain as cash deferred until addendum provided by Copper and mutually executed and equity issued.	1	-11,500.00	-11,500.00
Late fee Flat fee - Applied on Aug 17, 2023			25.00
Late fee Flat fee - Applied on Aug 18, 2023			25.00
Late fee Flat fee - Applied on Aug 19, 2023			25.00
Late fee Flat fee - Applied on Aug 20, 2023			25.00
Late fee Flat fee - Applied on Aug 21, 2023			25.00
Late fee Flat fee - Applied on Aug 22, 2023			25.00
Late fee Flat fee - Applied on Aug 23, 2023			25.00
Late fee Flat fee - Applied on Aug 24, 2023			25.00
Late fee Flat fee - Applied on Aug 25, 2023			25.00
Late fee Flat fee - Applied on Aug 26, 2023			25.00

TAK -0184

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Aug 27, 2023			25.00
Late fee Flat fee - Applied on Aug 28, 2023			25.00
Late fee Flat fee - Applied on Aug 29, 2023			25.00
Late fee Flat fee - Applied on Aug 30, 2023			25.00
Late fee Flat fee - Applied on Aug 31, 2023			25.00
Late fee Flat fee - Applied on Sep 1, 2023			25.00
Late fee Flat fee - Applied on Sep 2, 2023			25.00
Late fee Flat fee - Applied on Sep 3, 2023			25.00
Late fee Flat fee - Applied on Sep 4, 2023			25.00
Late fee Flat fee - Applied on Sep 5, 2023			25.00
Late fee Flat fee - Applied on Sep 6, 2023			25.00
Late fee Flat fee - Applied on Sep 7, 2023			25.00
Late fee Flat fee - Applied on Sep 8, 2023			25.00
Late fee Flat fee - Applied on Sep 9, 2023			25.00
Late fee Flat fee - Applied on Sep 10, 2023			25.00
Late fee Flat fee - Applied on Sep 11, 2023			25.00
Late fee Flat fee - Applied on Sep 12, 2023			25.00
Late fee Flat fee - Applied on Sep 13, 2023			25.00
Late fee Adjst Late Fees for July 6 to August 16 2023	42	25.00	1,050.00
Late fee Flat fee - Applied on Sep 14, 2023			25.00
Late fee Flat fee - Applied on Sep 15, 2023			25.00
Late fee Flat fee - Applied on Sep 16, 2023			25.00
Late fee Flat fee - Applied on Sep 17, 2023			25.00
Late fee Flat fee - Applied on Sep 18, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
Late fee			25.00
Flat fee - Applied on Sep 23, 2023			
Late fee			25.00
Flat fee - Applied on Sep 24, 2023			
Late fee			25.00
Flat fee - Applied on Sep 26, 2023			
Late fee			25.00
Flat fee - Applied on Sep 27, 2023			
Late fee			25.00
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
Late fee			25.00
Flat fee - Applied on Sep 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 1, 2023			
Late fee			25.00
Flat fee - Applied on Oct 2, 2023			
Late fee			25.00
Flat fee - Applied on Oct 3, 2023			
Late fee			25.00
Flat fee - Applied on Oct 4, 2023			
Late fee			25.00
Flat fee - Applied on Oct 5, 2023			
Late fee			25.00
Flat fee - Applied on Oct 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00
Flat fee - Applied on Oct 14, 2023			
Late fee			25.00
Flat fee - Applied on Oct 15, 2023			

TAK -0186

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Oct 16, 2023			25.00
Late fee Late Fee Adjustment October 17, 2023	1	25.00	25.00
Late fee Flat fee - Applied on Oct 17, 2023			25.00
Late fee Flat fee - Applied on Oct 18, 2023			25.00
Late fee Flat fee - Applied on Oct 19, 2023			25.00
Late fee Flat fee - Applied on Oct 20, 2023			25.00
Late fee Flat fee - Applied on Oct 21, 2023			25.00
Late fee Flat fee - Applied on Oct 22, 2023			25.00
Late fee Flat fee - Applied on Oct 23, 2023			25.00
Late fee Flat fee - Applied on Oct 24, 2023			25.00
Late fee Flat fee - Applied on Oct 25, 2023			25.00
Late fee Flat fee - Applied on Oct 26, 2023			25.00
Late fee Flat fee - Applied on Oct 27, 2023			25.00
Late fee Flat fee - Applied on Oct 28, 2023			25.00
Late fee Flat fee - Applied on Oct 29, 2023			25.00
Late fee Flat fee - Applied on Oct 30, 2023			25.00
Late fee Flat fee - Applied on Oct 31, 2023			25.00
Late fee Flat fee - Applied on Nov 1, 2023			25.00
Late fee Flat fee - Applied on Nov 2, 2023			25.00
Late fee Flat fee - Applied on Nov 3, 2023			25.00
Late fee Flat fee - Applied on Nov 4, 2023			25.00
Late fee Flat fee - Applied on Nov 5, 2023			25.00
Late fee Flat fee - Applied on Nov 6, 2023			25.00
Late fee Flat fee - Applied on Nov 7, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
Late fee			25.00
Flat fee - Applied on Nov 19, 2023			
Late fee			25.00
Flat fee - Applied on Nov 20, 2023			
Late fee			25.00
Flat fee - Applied on Nov 21, 2023			
Late fee			25.00
Flat fee - Applied on Nov 22, 2023			
Late fee			25.00
Flat fee - Applied on Nov 23, 2023			
Late fee			25.00
Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 1, 2023			
Late fee			25.00
Flat fee - Applied on Dec 2, 2023			

TAK -0188

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
Late fee			25.00
Flat fee - Applied on Dec 17, 2023			
Late fee			25.00
Flat fee - Applied on Dec 18, 2023			
Late fee			25.00
Flat fee - Applied on Dec 19, 2023			
Late fee			25.00
Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00
Flat fee - Applied on Dec 22, 2023			
Late fee			25.00
Flat fee - Applied on Dec 23, 2023			
Late fee			25.00
Flat fee - Applied on Dec 24, 2023			
Late fee			25.00
Flat fee - Applied on Dec 25, 2023			
Late fee			25.00
Flat fee - Applied on Dec 26, 2023			
Late fee			25.00
Flat fee - Applied on Dec 27, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee			25.00
Flat fee - Applied on Dec 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 31, 2023			
Late fee	238	25.00	5,950.00
Late Fees Applied for January 1, 2024 to August 26, 2024			
<hr/>			
UPDATED 9/26/2023 -July Services 2023 Services (reduced retainer)	SUBTOTAL		15,375.00
- \$11.5K monthly cash Exchange awaiting addendum from Copper	TAX (0)		0.00
Tree Inc. Remains as cash deferred until mutually agreed and executed	TOTAL		15,375.00
	BALANCE DUE		\$15,375.00

TAK -0190

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE

BILL TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

INVOICE # 2139**DATE** 06/15/2023**DUE DATE** 06/30/2023**TERMS** Net 15

ACTIVITY	QTY	RATE	AMOUNT
Promissory Note - Cash Due Converted to Note Document Ref: KSFIU-WPWRU-VZMVX- SDRKP April 7, 2023 Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500	1	6,458.33	6,458.33T
*Re-Deferred Cash from 2022 Services Rendered - \$20,000.00 *Re-deferred Cash from Jan, Feb, March & April 2023 Service rendered - \$25,000 *Balance of HeraSoft Promissory Note assumed by Copper Tree Inc - \$32,500			
Late fee Flat fee - Applied on Aug 17, 2023			25.00
Late fee Flat fee - Applied on Aug 18, 2023			25.00
Late fee Flat fee - Applied on Aug 19, 2023			25.00
Late fee Flat fee - Applied on Aug 20, 2023			25.00
Late fee Flat fee - Applied on Aug 21, 2023			25.00
Late fee Flat fee - Applied on Aug 22, 2023			25.00
Late fee Flat fee - Applied on Aug 23, 2023			25.00
Late fee Flat fee - Applied on Aug 24, 2023			25.00
Late fee Flat fee - Applied on Aug 25, 2023			25.00

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Aug 26, 2023			25.00
Late fee Flat fee - Applied on Aug 27, 2023			25.00
Late fee Flat fee - Applied on Aug 28, 2023			25.00
Late fee Flat fee - Applied on Aug 29, 2023			25.00
Late fee Flat fee - Applied on Aug 30, 2023			25.00
Late fee Flat fee - Applied on Aug 31, 2023			25.00
Late fee Flat fee - Applied on Sep 1, 2023			25.00
Late fee Flat fee - Applied on Sep 2, 2023			25.00
Late fee Flat fee - Applied on Sep 3, 2023			25.00
Late fee Flat fee - Applied on Sep 4, 2023			25.00
Late fee Flat fee - Applied on Sep 5, 2023			25.00
Late fee Flat fee - Applied on Sep 6, 2023			25.00
Late fee Flat fee - Applied on Sep 7, 2023			25.00
Late fee Flat fee - Applied on Sep 8, 2023			25.00
Late fee Flat fee - Applied on Sep 9, 2023			25.00
Late fee Flat fee - Applied on Sep 10, 2023			25.00
Late fee Flat fee - Applied on Sep 11, 2023			25.00
Late fee Flat fee - Applied on Sep 12, 2023			25.00
Late fee Flat fee - Applied on Sep 13, 2023			25.00
Late fee Late Fee Adjustment July 6 to August 16, 2023	43	25.00	1,075.00T
Late fee Flat fee - Applied on Sep 14, 2023			25.00
Late fee Flat fee - Applied on Sep 15, 2023			25.00
Late fee Flat fee - Applied on Sep 16, 2023			25.00
Late fee Flat fee - Applied on Sep 17, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Sep 18, 2023			
Late fee			25.00
Flat fee - Applied on Sep 19, 2023			
Late fee			25.00
Flat fee - Applied on Sep 20, 2023			
Late fee			25.00
Flat fee - Applied on Sep 21, 2023			
Late fee			25.00
Flat fee - Applied on Sep 22, 2023			
Late fee			25.00
Flat fee - Applied on Sep 23, 2023			
Late fee			25.00
Flat fee - Applied on Sep 24, 2023			
Late fee			25.00
Flat fee - Applied on Sep 26, 2023			
Late fee			25.00
Flat fee - Applied on Sep 27, 2023			
Late fee			25.00
Flat fee - Applied on Sep 28, 2023			
Late fee			25.00
Flat fee - Applied on Sep 29, 2023			
Late fee			25.00
Flat fee - Applied on Sep 30, 2023			
Late fee			25.00
Flat fee - Applied on Oct 1, 2023			
Late fee			25.00
Flat fee - Applied on Oct 2, 2023			
Late fee			25.00
Flat fee - Applied on Oct 3, 2023			
Late fee			25.00
Flat fee - Applied on Oct 4, 2023			
Late fee			25.00
Flat fee - Applied on Oct 5, 2023			
Late fee			25.00
Flat fee - Applied on Oct 6, 2023			
Late fee			25.00
Flat fee - Applied on Oct 7, 2023			
Late fee			25.00
Flat fee - Applied on Oct 8, 2023			
Late fee			25.00
Flat fee - Applied on Oct 9, 2023			
Late fee			25.00
Flat fee - Applied on Oct 10, 2023			
Late fee			25.00
Flat fee - Applied on Oct 11, 2023			
Late fee			25.00
Flat fee - Applied on Oct 12, 2023			
Late fee			25.00
Flat fee - Applied on Oct 14, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee Flat fee - Applied on Oct 15, 2023			25.00
Late fee Flat fee - Applied on Oct 16, 2023			25.00
Late fee Late Fee Adjustment October 17, 2023	1	25.00	25.00T
Late fee Flat fee - Applied on Oct 17, 2023			25.00
Late fee Flat fee - Applied on Oct 18, 2023			25.00
Late fee Flat fee - Applied on Oct 19, 2023			25.00
Late fee Flat fee - Applied on Oct 20, 2023			25.00
Late fee Flat fee - Applied on Oct 21, 2023			25.00
Late fee Flat fee - Applied on Oct 22, 2023			25.00
Late fee Flat fee - Applied on Oct 23, 2023			25.00
Late fee Flat fee - Applied on Oct 24, 2023			25.00
Late fee Flat fee - Applied on Oct 25, 2023			25.00
Late fee Flat fee - Applied on Oct 26, 2023			25.00
Late fee Flat fee - Applied on Oct 27, 2023			25.00
Late fee Flat fee - Applied on Oct 28, 2023			25.00
Late fee Flat fee - Applied on Oct 29, 2023			25.00
Late fee Flat fee - Applied on Oct 30, 2023			25.00
Late fee Flat fee - Applied on Oct 31, 2023			25.00
Late fee Flat fee - Applied on Nov 1, 2023			25.00
Late fee Flat fee - Applied on Nov 2, 2023			25.00
Late fee Flat fee - Applied on Nov 3, 2023			25.00
Late fee Flat fee - Applied on Nov 4, 2023			25.00
Late fee Flat fee - Applied on Nov 5, 2023			25.00
Late fee Flat fee - Applied on Nov 6, 2023			25.00
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Nov 7, 2023			
Late fee			25.00
Flat fee - Applied on Nov 8, 2023			
Late fee			25.00
Flat fee - Applied on Nov 9, 2023			
Late fee			25.00
Flat fee - Applied on Nov 10, 2023			
Late fee			25.00
Flat fee - Applied on Nov 11, 2023			
Late fee			25.00
Flat fee - Applied on Nov 12, 2023			
Late fee			25.00
Flat fee - Applied on Nov 13, 2023			
Late fee			25.00
Flat fee - Applied on Nov 14, 2023			
Late fee			25.00
Flat fee - Applied on Nov 15, 2023			
Late fee			25.00
Flat fee - Applied on Nov 16, 2023			
Late fee			25.00
Flat fee - Applied on Nov 17, 2023			
Late fee			25.00
Flat fee - Applied on Nov 18, 2023			
Late fee			25.00
Flat fee - Applied on Nov 19, 2023			
Late fee			25.00
Flat fee - Applied on Nov 20, 2023			
Late fee			25.00
Flat fee - Applied on Nov 21, 2023			
Late fee			25.00
Flat fee - Applied on Nov 22, 2023			
Late fee			25.00
Flat fee - Applied on Nov 23, 2023			
Late fee			25.00
Flat fee - Applied on Nov 24, 2023			
Late fee			25.00
Flat fee - Applied on Nov 25, 2023			
Late fee			25.00
Flat fee - Applied on Nov 26, 2023			
Late fee			25.00
Flat fee - Applied on Nov 27, 2023			
Late fee			25.00
Flat fee - Applied on Nov 28, 2023			
Late fee			25.00
Flat fee - Applied on Nov 29, 2023			
Late fee			25.00
Flat fee - Applied on Nov 30, 2023			
Late fee			25.00
Flat fee - Applied on Dec 1, 2023			

ACTIVITY	QTY	RATE	AMOUNT
Late fee			25.00
Flat fee - Applied on Dec 2, 2023			
Late fee			25.00
Flat fee - Applied on Dec 3, 2023			
Late fee			25.00
Flat fee - Applied on Dec 4, 2023			
Late fee			25.00
Flat fee - Applied on Dec 5, 2023			
Late fee			25.00
Flat fee - Applied on Dec 7, 2023			
Late fee			25.00
Flat fee - Applied on Dec 8, 2023			
Late fee			25.00
Flat fee - Applied on Dec 9, 2023			
Late fee			25.00
Flat fee - Applied on Dec 10, 2023			
Late fee			25.00
Flat fee - Applied on Dec 11, 2023			
Late fee			25.00
Flat fee - Applied on Dec 12, 2023			
Late fee			25.00
Flat fee - Applied on Dec 13, 2023			
Late fee			25.00
Flat fee - Applied on Dec 14, 2023			
Late fee			25.00
Flat fee - Applied on Dec 15, 2023			
Late fee			25.00
Flat fee - Applied on Dec 16, 2023			
Late fee			25.00
Flat fee - Applied on Dec 17, 2023			
Late fee			25.00
Flat fee - Applied on Dec 18, 2023			
Late fee			25.00
Flat fee - Applied on Dec 19, 2023			
Late fee			25.00
Flat fee - Applied on Dec 20, 2023			
Late fee			25.00
Flat fee - Applied on Dec 21, 2023			
Late fee			25.00
Flat fee - Applied on Dec 22, 2023			
Late fee			25.00
Flat fee - Applied on Dec 23, 2023			
Late fee			25.00
Flat fee - Applied on Dec 24, 2023			
Late fee			25.00
Flat fee - Applied on Dec 25, 2023			
Late fee			25.00
Flat fee - Applied on Dec 26, 2023			
Late fee			25.00

ACTIVITY	QTY	RATE	AMOUNT
Flat fee - Applied on Dec 27, 2023			
Late fee			25.00
Flat fee - Applied on Dec 28, 2023			
Late fee			25.00
Flat fee - Applied on Dec 29, 2023			
Late fee	240	25.00	6,000.00T
Late Fees Applied for December 30, 2023 to August 26, 2024			
<hr/>			
UPDATED 9/26/2023 -Document Ref: KSFIU-WPWRU-VZMVX-	SUBTOTAL		16,858.33
SDRKP April 7, 2023 Updated Consulting Agreement with Simplified	TAX (0)		0.00
Promissory Note: 12 Months, 0% interest - Total Due \$77,500.	TOTAL		16,858.33
Account is in Default Status and payment is due in full within 10 days of default.	BALANCE DUE		\$16,858.33

TAK-0197

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

INVOICE**BILL TO**

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

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INVOICE # 2137**DATE** 05/15/2023**DUE DATE** 06/01/2023**TERMS** Custom Terms

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting June 2023 Services	1	16,500.00	16,500.00
Advisory Consulting June 2023 Services- Voluntary Reduced Immediate Equity Grant at \$0.0100 per share par value for total of 0.2300% (\$11,500 cash reduction at \$5,000,000 Valuation) - Shall remain as cash deferred until addendum provided by Copper and equity issued.	1	-11,500.00	-11,500.00
Late fee Late Fee Adjustment June 6 to Sept 13, 2023	70	25.00	1,750.00T
Late fee Late Fee Adjustment September 14, 2023 to September 26, 2023	13	25.00	325.00T
Late fee Late Fee Adjustment September 27, 2023 to October 17, 2023	20	25.00	500.00T
Late fee Late Fees Applied for October 18, 2023 to August 26, 2024	313	25.00	7,825.00T

UPDATED 9/26/2023 -June 2023 Services- Voluntary Reduced
Immediate Equity Grant at \$0.0100 per share par value for total of
0.2300% (\$11,500 cash reduction at \$5,000,000 Valuation) - Shall
remain as cash deferred until addendum provided by Copper and
equity issued. Notice of Default: as per updated Agreement Account
in Default Status and payment is due in full within 10 days of default

SUBTOTAL	15,400.00
TAX (0)	0.00
TOTAL	15,400.00
BALANCE DUE	\$15,400.00

TAK -0198

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

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INVOICE # 2136**DATE** 05/15/2023**DUE DATE** 05/30/2023**TERMS** Net 15

ACTIVITY	QTY	RATE	AMOUNT
Promissory Note - Cash Due Converted to Note Document Ref: KSFIU-WPWRU-VZMVX- SDRKP April 7, 2023 Updated Consulting Agreement with Simplified Promissory Note: 12 Months, 0% interest - Total Due \$77,500	1	6,458.33	6,458.33T
*Re-Deferred Cash from 2022 Services Rendered - \$20,000.00 *Re-deferred Cash from Jan, Feb, March & April 2023 Service rendered - \$25,000 *Balance of HeraSoft Promissory Note assumed by Copper Tree Inc - \$32,500			
Late fee Late Fee Adjustment	101	25.00	2,525.00T
Late fee Late Fee Adjustment September 14 2023 to September 26, 2023	13	25.00	325.00T
Late fee Late Fee Adjustment September 27, 2023 to October 17, 2023	20	25.00	500.00T
Late fee Late Fees Applied for October 18, 2023 to August 26, 2024	313	25.00	7,825.00T

UPDATED 9/26/2023 -Document Ref: KSFIU-WPWRU-VZMVX-
SDRKP April 7, 2023 Updated Consulting Agreement with Simplified
Promissory Note: 12 Months, 0% interest - Total Due \$77,500. Notice
of default: as per updated Agreement Account in Default Status and
payment is due in full within 10 days of default. The payment due for
this promissory note is in default.

SUBTOTAL 17,633.33
TAX (0) 0.00
TOTAL 17,633.33
BALANCE DUE **\$17,633.33**

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

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Bartlesville, OK 74003

INVOICE # 2135**DATE** 05/01/2023**DUE DATE** 05/01/2023**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Converted under terms outlined in Document Ref: KSFIU-WPWRU-VZMVX-SDRKP as of April 7 2023	1	103,333.33	103,333.33
*Deferred Cash from 2022 Services Rendered - \$20,000 (\$20,000 converted to new12 month promissory note) *Non-Deferred Past Due from 2022 - \$5833.33 *Deferred Cash from Jan, Feb, March April 2023 Services Rendered - \$25,000 (\$25,000 converted to new12 month promissory note) *Balance of Herasoft Promissory Notes Assumed by Copper - \$32,500 (\$32,500 converted to new12 month promissory note) *March 2023 Expenses Past Due - \$2496.18			
Expense Reimbursement April 2023 FCC Presentation Trip - Airline	1	578.36	578.36
Expense Reimbursement April 2023 FCC Presentation Trip - Parking	1	57.00	57.00
Advisory Consulting May 2023 Services	1	16,500.00	16,500.00
Advisory Consulting May 2023 Services- Cash Reduction in exchange for Immediate Equity Grant at \$0.0100 per share par value for total of 0.23% (\$11,500 cash reduction at \$5,000,000 Valuation) - Shall remain as cash deferred until addendum provided by Copper and mutually executed and equity issued.	1	-11,500.00	-11,500.00
Late fee Late Fee Adjustment May 6 to September 13,	130	25.00	3,250.00T

ACTIVITY	QTY	RATE	AMOUNT
2023			
Late fee Late Fee Adjustment September 14, 2023 to September 26, 2023	13	25.00	325.00T
Late fee Late Fee Adjustment September 27, 2023 to October 17, 2023	20	25.00	500.00T
Late fee Late Fees Applied for October 18, 2023 to August 26, 2024	313	25.00	7,825.00T
<hr/>			
UPDATED 9/26/2023 -Non-Deferred Cash Due as per updated Agreement Account in Default Status and payment is due in full within 10 days of default: April 7, 2023. April 2023 Expenses. May 2023 Services (reduced retainer) - \$11.5K monthly cash Exchange awaiting addendum from Nathan & Cynthia.	SUBTOTAL		120,868.69
	TAX (0)		0.00
	TOTAL		120,868.69
	BALANCE DUE		\$120,868.69

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711



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INVOICE # 2129

DATE 04/01/2023

DUE DATE 04/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Phase 2 Month to Month Agreement - Non Deferred Cash portion of Retain Due _ January 2023 Services	1	12,500.00	12,500.00
Advisory Consulting Phase 2 Month to Month Agreement - \$12,500 Deferred Cash portion of Retainer Due Upon Initial Funding and closing of PT Project. To Be Invoiced accordingly _ January 2023 Services to be invoiced separately upon bridge funding	1		0.00
Advisory Consulting Phase 2 Month to Month Agreement - Amendment to Non Deferred Cash Credit in exchange for 0.250% Non-Dilutive Common Shares of Copper Tree, Inc and subsidiaries. Shares to be issued at an issue rate of \$0.01 per share issued_ January 2023 Services Applied to Dale and Mike equally	1	-7,500.00	-7,500.00
Equity Purchase Non-Deferred Cash Applied Discount as per mended agreement Phase 2 Month to Month Agreement - Non Deferred Cash Credit for 0.250% in additional Non-Dilutive Common Shares of Copper Tree, Inc and subsidiaries to be issued as per terms at a rate of 0.125% to Dale Douglas Takio and Katalin Nagy-Takio JTWROS with Shares to be issued at an issue rate of \$0.01 per share issued_ January 2023 Services (From \$7500 Non-deferred cash reduction)	1	0.00	0.00T
Equity Purchase Non-Deferred Cash Applied Discount as per mended agreement	1	0.00	0.00T

ACTIVITY	QTY	RATE	AMOUNT
Phase 2 Month to Month Agreement - Non Deferred Cash Credit for 0.250% in additional Non-Dilutive Common Shares of Copper Tree, Inc and subsidiaries to be issued as per terms at a rate of 0.125% to Michael J. Moran and Erinne Moran JTWROS with Shares to be issued at an issue rate of \$0.01 per share issued _ January 2023 Services (From \$7500 Non-deferred cash reduction)			
Credit Card Convenience Fee Reconciliation of Phase 1 Applicable 2.5% Credit Card Processing fees Due (6 months at 2.5% agreement rate for monthly retainer at \$5833.33/mo total \$35,000 processed by Credit Card for Client	1	875.00	875.00T
Expense Reimbursement Travel Airfare - Dale Flight 3/6/23 to 3/10/23	1	768.12	768.12
Expense Reimbursement Travel Airfare - Mike Flight 3/6/23 to 3/10/23	1	768.12	768.12
Expense Reimbursement Uber to Airport - 3/6/2023	1	43.42	43.42
Expense Reimbursement Lyft from Airport - 3/10/23	1	41.52	41.52
Promissory Note - Cash Due Converted to Note Converted to Note under terms outlined in Document Ref: KSFIU-WPWRU-VZMVX- SDRKP as of April 7 2023	1	-7,496.18	-7,496.18T
<hr/>			
January 2023 Services - Phase 2 Month To Month Ammendended	SUBTOTAL		0.00
Consulting Agreement Terms and Eligible Approved Expense	TAX (0)		0.00
Reimbursements	TOTAL		0.00
	BALANCE DUE		\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
Clermont, FL 34711
[REDACTED]
[REDACTED]



INVOICE

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SHIP TO

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Suite 102
Bartlesville, OK 74003

INVOICE # 2124

DATE 03/01/2023

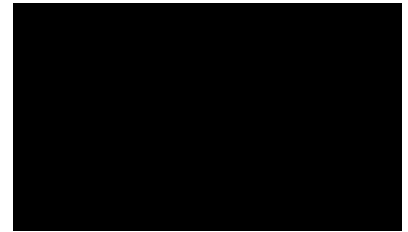
DUE DATE 03/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month.	1	5,833.33	5,833.33
Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.			
PAYMENT			5,833.33
BALANCE DUE			\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
 Clermont, FL 34711
 [REDACTED]
 [REDACTED]



INVOICE

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INVOICE # 2118

DATE 02/01/2023

DUE DATE 02/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month.	1	5,833.33	5,833.33
Promissory Note - Cash Due Converted to Note Converted to Note under terms outlined in Document Ref: KSFIU-WPWRU-VZMVX-SDRKP as of April 7 2023	1	-5,833.33	-5,833.33T

PAID

Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.

SUBTOTAL	0.00
TAX (0)	0.00
TOTAL	0.00
BALANCE DUE	\$0.00

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711



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INVOICE # 2117

DATE 01/01/2023

DUE DATE 04/01/2023

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree/Price Tower Phase 2 Amended Terms \$5000/mo on month to month. 0.25% equity also due.	0		0.00
Copper Tree/Price Tower Phase 2 Amended Terms \$5000/mo on month to month. 0.25% equity also due.			\$0.00
BALANCE DUE			\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
Clermont, FL 34711
[REDACTED]
[REDACTED]



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Suite 102
Bartlesville, OK 74003

INVOICE # 2115

DATE 01/01/2023

DUE DATE 01/01/2023

TERMS Custom Terms

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month.	1	5,833.33	5,833.33
Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.			
PAYMENT			5,833.33
BALANCE DUE			\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
Clermont, FL 34711
[REDACTED]
[REDACTED]



INVOICE

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Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2112

DATE 12/01/2022

DUE DATE 12/01/2022

TERMS Custom Terms

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month.	1	5,833.33	5,833.33
Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.			
PAYMENT			5,833.33
BALANCE DUE			\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
Clermont, FL 34711
[REDACTED]
[REDACTED]



INVOICE

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501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2109

DATE 11/01/2022

DUE DATE 11/01/2022

TERMS Custom Terms

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month.	1	5,833.33	5,833.33
Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.			
PAYMENT			5,833.33
BALANCE DUE			\$0.00

Taktik Enterprises, Inc & Subsidiaries

[REDACTED]
Clermont, FL 34711
[REDACTED]
[REDACTED]



INVOICE

BILL TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

SHIP TO

President Cynthia Blanchard
Copper Tree, Inc
501 SE Frank Phillips Blvd.
Suite 102
Bartlesville, OK 74003

INVOICE # 2108

DATE 10/01/2022

DUE DATE 10/01/2022

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Advisory Consulting Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached.	1	5,833.34	5,833.34
Copper Tree Project Phase 1 10/1/22 to 12/31/22 - \$35,000 non-deferred payment dues in 6 equal installments on the first day of each month. Executed Agreement Attached. \$40,000 contingent deferred payment for Phase 1 to be billed separately upon contingent requirements being achieved. Phase 2 contingent fees to also be billed separately upon contingent requirements being achieved.			
PAYMENT			5,833.34
BALANCE DUE			\$0.00

TAK -0210

Taktik Enterprises, Inc & Subsidiaries

Clermont, FL 34711

Statement

TO

President Cynthia Blanchard
 Copper Tree, Inc
 501 SE Frank Phillips Blvd.
 Suite 102
 Bartlesville, OK 74003

STATEMENT NO. 1062

DATE 08/27/2024

TOTAL DUE \$412,043.65

ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE		
12/31/2021	Balance Forward		0.00		
10/01/2022	Invoice #2108	5,833.34	5,833.34		
10/20/2022	Payment: Paid via QuickBooks Payments: Payment ID 31203Z	-5,833.34	0.00		
11/01/2022	Invoice #2109	5,833.33	5,833.33		
11/15/2022	Payment: Paid via QuickBooks Payments: Payment ID 03802Z	-5,833.33	0.00		
12/01/2022	Invoice #2112	5,833.33	5,833.33		
12/16/2022	Payment: Paid via QuickBooks Payments: Payment ID 016615	-5,833.33	0.00		
01/01/2023	Invoice #2115	5,833.33	5,833.33		
01/01/2023	Invoice #2117: Voided	0.00	5,833.33		
01/08/2023	Payment: Paid via QuickBooks Payments: Payment ID 60286Z	-5,833.33	0.00		
02/01/2023	Invoice #2118	0.00	0.00		
02/17/2023	Payment: Paid via QuickBooks Payments: Payment ID 97396Z	-5,833.33	-5,833.33		
03/01/2023	Invoice #2124	5,833.33	0.00		
04/01/2023	Invoice #2129	0.00	0.00		
05/01/2023	Invoice #2135	120,868.69	120,868.69		
05/15/2023	Invoice #2136	17,633.33	138,502.02		
05/15/2023	Invoice #2137	15,400.00	153,902.02		
06/15/2023	Invoice #2139	16,858.33	170,760.35		
07/01/2023	Invoice #2141	15,375.00	186,135.35		
07/15/2023	Invoice #2143	16,058.33	202,193.68		
08/01/2023	Invoice #2144	14,550.00	216,743.68		
Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	412,043.65	\$412,043.65

DATE	ACTIVITY	AMOUNT	BALANCE
08/15/2023	Invoice #2145	15,258.33	232,002.01
08/16/2023	Invoice #2146	106,541.64	338,543.65
09/01/2023	Invoice #2149	25,300.00	363,843.65
09/15/2023	Invoice #2150: Voided - This Auto set invoice has been voided as it was included into invoice 2146 under the default status of the account and therefore triggering all monies to be immediately due.	0.00	363,843.65
10/01/2023	Invoice #2151	24,500.00	388,343.65
11/01/2023	Invoice #2152	23,700.00	412,043.65

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	412,043.65	\$412,043.65

Consulting Agreement

This CONSULTING AGREEMENT is effective as of March 7, 2023, by and between COPPER TREE, INC., a Delaware corporation (the "Copper Tree") and its wholly owned subsidiary, GREEN COPPER HOLDING, LLC, a New Mexico limited liability company (the "Subsidiary") and its affiliates, (collectively, the "Company"), with principal offices in Bartlesville, OK and Taktik Enterprises, Inc. ("Taktik"), with offices located in Florida located in Florida, collectively (collectively, the "Consultant").

Whereas, the Company desires to retain the Consultant to perform certain advisory and operational services for the Company and its affiliates and appoint the Consultant, with Takio serving as Executive Vice President and Managing Director of the Company, as further outlined on Exhibits A; and,

Whereas, the Company and its affiliates are engage in, among other things, in the development, operations, and marketing planning, implementation and oversight of services associated with the building and premises known as the Price Tower located in Bartlesville, Oklahoma in addition to all other lawful business conducted by the Company, its subsidiaries and affiliates hereinafter, (collectively, the "Business"); and,

Whereas, the Consultant has already provided services of significant value to the Company and the Business and is owed various compensation, fees, payments, equity and expense reimbursements for services rendered and that continued to be rendering for the real benefit to the Business and for promissory notes due herein after, ("Compensation Owed"), as further outlined in Exhibit B; and,

Whereas, previous Agreements are a material component of this Agreement as it is the intent of the Parties to modify this Consulting Agreement in accordance to the conditions and contingencies set forth herein; and,

Whereas, Taktik, and its principal Dale Takio, performed services for Copper Tree Inc. pursuant to the Consulting Agreement between Consultant and the Company effective as of October 13, 2022, as amended on January 5, 2023 (as amended, the "Original Agreement").; and

Whereas, Copper Tree, Inc. was formed for, among other things, the acquisition and operation of the Price Tower Arts Center, Inc. and Inn at Price Tower, Inc. and all of its holdings and assets (collectively, the "Premises") located in Bartlesville, Oklahoma; and,

Whereas, pursuant to the Original Agreement, the Consultant has earned and received a three and one-quarter percent (3.2500%) interest in the outstanding limited non-dilutive share interests (such limited non-dilutive provisions described in Exhibit A herein) of Copper Tree Inc., and

Whereas, under this Agreement, the Consultant shall continue to be eligible for one-quarter of one percent (0.250%) additional partial compensation in the form of common, limited non-dilutive stock in Copper (the "***Consultant Shares***") and allocated at an amount equal to one-eighth of one percent (0.125%) of the total outstanding equity in the Company to be issued to Dale Douglas Takio and Katalin Nagy-Takio JTWROS (the "***Takio Eligible Shares***") and which shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests, and

Whereas, an extra one percent (1.0000%) of Copper Tree Inc.'s equity (same class and par value, supra), Issued to Dale Douglas Takio & Katalin Nagy-Takio JTWROS upon first 12 month anniversary from the date the Premises were acquired which was on March 7, 2023 and which shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests, and;

WHEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each party hereto, and in further consideration of the mutual promises and benefits flowing between the parties hereto, the parties hereby agree as follows:

1. All WHEREAS Clauses, including the Exhibits mentioned therein, stated above, are herein incorporated herein as part of this Agreement.

2. Establishment and Purpose of Copper Tree Inc. The express purpose of Copper Tree is to own, operate, manage and control the Price Tower, its premises, assets and acquire and develop additional properties and assets. Copper Tree

will remain as the ultimate parent company at all times for the ownership of the Premises acquired by Copper Tree from which Takio their assigns or transferees shall hold their equity interests; provided, that, in the event Copper Tree determines that another entity should ultimately hold the Premises, it will cause any new entity to provide Consultant with its then-current outstanding equity in Copper Tree in the same proportion in the new entity

3. Consultant's Services. The Company retains the Consultant, and the Consultant hereby agrees to use Consultant's best efforts to diligently perform for the Company, certain consulting and advisory services described in more detail on Exhibit A (collectively, the "Services"), upon the terms and conditions set forth in this Agreement. Such Services shall include the roles, tasks, responsibilities and duties outlined on Exhibit A. The Consultant acknowledges that the performance of the Services does not represent a conflict of interest with any other organization by which the Consultant is employed or for which the Consultant performs services.

4. Compensation and Expenses. For the performance of the Services to be rendered to the Company during the term of this Agreement, the Company shall pay the Consultant the fees set forth on Exhibit A attached hereto. The Company shall also reimburse Consultant's reasonable out-of-pocket expenses on a monthly basis; provided, that, all expenses must be approved in writing by the Company in advance in order to obtain such reimbursement.

5. Term. The term of this Agreement and the Consultant's Services hereunder shall commence as of March 7, 2023 and shall continue for a period of one (1) year and shall automatically renew annually unless properly terminated by either party as set forth herein. Should the Company wish not to renew this agreement, they must notify the Consultant no later than December 31st each calendar year prior to each auto renew date which shall be March 7th each calendar year. Upon any notice of termination, the Consultant shall use best efforts to assure a smooth transition of Services prior to the effective date of termination. Should the Company wish to terminate this agreement at any time for any reason, they must first provide written notice and shall pay all monies due up to the date of termination within ten (10) days of said termination date.

6. Independent Contractor Status. The Consultant's relationship to the Company will be that of an independent contractor and not an employee. Neither this Agreement nor the Services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship between the parties. The Consultant shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, and for all employment, health and disability insurance, workers' compensation, disability benefits, or unemployment insurance, or for withholding or paying Social Security or employment-related taxes, and such payments shall be the sole responsibility of Consultant with respect to any compensation provided by the Company hereunder. Subject to Exhibit A and the Consultant's obligations to the Company to perform the Services in Exhibit A, the Consultant shall control the manner, means and methods by which Consultant conducts Consultant's activities under this Agreement.

7. Nondisparagement. Each party hereby covenants and agrees at all times hereafter not to make or cause to be made any statements that disparage, are inimical to or damage the business reputation of the other party or any of its officers, directors, employees, affiliated companies, agents or representatives.

8. Further Assurances. At any time and from time to time after the date of this Agreement, upon request of any party hereto and without the payment of any further consideration, another party hereto shall duly execute, acknowledge and deliver all such further assignments, conveyances and other instruments of transfer and other documents, and will take such other action, consistent with the terms of this Agreement, as reasonably may be requested for the purposes of effecting the transactions contemplated hereby.

9. Entire Agreement. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, and there are no written or oral terms or representations made by either party other than those made herein. No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties hereto.

10. Further Assurances. At any time and from time to time after the date of this Agreement, upon request of any party hereto and without the payment of any further consideration, another party hereto shall duly execute, acknowledge and deliver all such further assignments, conveyances and other instruments of transfer and other documents, and will take such other action, consistent with the terms of this Agreement, as reasonably may be requested for the purposes of effecting the transactions contemplated hereby.

11. Indemnification. The Parties each agree to indemnify and hold each other harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the other's negligent acts, errors or omissions in the performance of services. Indemnity is conditioned upon the indemnified party (i) providing prompt notice to the indemnifying party of any potential claim, (ii) tendering control of the defense and/or settlement of such claim to the indemnifying party, and (iii) reasonably cooperating with the indemnifying party in the defense and/or settlement of such claim.

12. Notices. All notices which may or are required to be given pursuant to this Agreement shall be (i) either delivered in person, sent via certified mail, return receipt requested, or by email and (ii) addressed to the party to whom sent or given at the address set forth on the signature page hereof or to such other address as any party hereto may have given to the other party hereto in such manner. If delivered, such notice shall be deemed given when received; if mailed, such notice shall be deemed made or given five days after such notice has been mailed as provided above, and if emailed, shall be to the email addresses set forth on the signature page hereof.

13. Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless executed by both Parties to this Agreement.

14. Assignment. Neither this Agreement nor any right hereunder, nor any interest herein, may be assigned or transferred by either Party, unless to a related entity, a subsidiary entity, or a purchasing or controlling entity, without the express written consent of the other Party.

15. Severability of Provisions. Every portion of this Agreement is intended to be severable. Whenever possible, each such provision shall be interpreted in such manner as to be valid and enforceable under applicable law. In the event any of the provisions of this Agreement should ever be deemed to exceed the time, scope, or geographic limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, scope, and geographic limitations permitted by such law so as to be enforceable. Further, if any provision of this Agreement shall be prohibited by or invalid under applicable law and not subject to such reformation, such provision shall be deemed severed here from and shall be unenforceable to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Default: For any payments due that are late thirty (30) days more from the respective due date, shall be considered in default. Upon any event of default, the Consultant shall notify the Company in writing and the Company shall have five (5) calendar days from the date of notice of default to cure the default. If any event or default has still not been cured, the Consultant shall have the right to immediately demand of payment in full for all fees due for the entire remaining term of this agreement. Upon such demand the Company shall have ten (10) calendar days to make payment in full for all demand monies due.

17. Termination by Consultant. This agreement may be terminated by the Consultant at any time with Cause (as defined herein) or without Cause. In such termination event without Cause, Consultant shall only be due fees or other compensation due up to the effect date of termination without Cause and, the Consultant shall not be entitled to additional fees or compensation thereafter unless stated in writing and agreed to by both parties otherwise. In the event of termination with Cause or resulting from default by the Company, the Consultant shall be entitled to all compensation due, as outlined in Exhibit A, up to, but not beyond the effective date of the next Term renewal date set forth.

18. Termination by Company. This agreement may be terminated by the Company at any time with Cause (as defined herein) or without Cause. In the event of termination due without Cause or due to default by the Consultant, the Company shall provide notice as required herein and the Consultant shall be entitled to all compensation due, as outlined in Exhibit A, up to, but not beyond the effective date of the next Term renewal date set forth. In such termination event with Cause, Consultant shall only be due fees or other compensation due up to the effective date of termination with Cause, and, the Consultant shall not be entitled to additional fees or compensation after the effective date of termination unless stated herein or otherwise agreed to in writing by both parties.

19. Cause. Cause shall be defined as a bona fide event that has been fully adjudicated through Dispute Resolution guidelines set forth herein or otherwise negotiated and agreed to in writing otherwise by both parties. All other events shall be considered without cause and shall be subject to no less than a forty-five days (45) days' written notice of cancellation or termination of this agreement, with all outstanding and earned fees due to be paid in full within fifteen (15) days from the effective date of termination.

20. Severability/Waiver. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby. The waiver of any one default shall not waive subsequent defaults. Any and all ambiguity shall not be construed against the drafting party as each party agrees they have had ample ability to participate in this Agreements drafting. In the event of any legal changing due to ambiguity, confusion, scrivener's error, or statute, the "Blue Pencil" laws shall apply.

21. Counterparts; Delivery of Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by any party by delivery of a facsimile or pdf signature, which signature shall have the same force as an original signature. Any party which delivers a facsimile or pdf signature shall promptly thereafter deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf.

22. Confidential Agreement. Each party represents and warrants to and agrees with the other party that it will keep the terms of this Agreement completely confidential among themselves, their attorney, their tax advisor, and their agents and representatives, and that it will not disclose to any other person any of such terms or any other information relating to this Agreement. Each party shall assure that its attorney, tax advisor, and agents and representatives maintain the same confidentiality, except as required by law or government requirements. Whenever used in this Agreement the term "person" shall mean and include any individual, partnership, association, corporation, trust, unincorporated organization, or any other business entity or enterprise.

23. Confidentiality/Non-Disclosure. In the course and performance of this Agreement, the Parties may be exposed to, and will be required to, use certain "Confidential Information" (as hereinafter defined) belonging to each of the parties to this Agreement. The Parties mutually agree that neither will use such Confidential Information other than for purposes addressed in this agreement. In no event shall either party use the confidential information of the other party to circumvent or cause harm to the other party.

(a) Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, customers, customer lists, contact lists, software, developments, marketing, marketing strategies, advertising strategies, video production or any digital media, proprietary methods, business plans, data reports, methods of doing business, finances or other business information disclosed by one Party to the other, or developed by the Parties hereto, either directly or indirectly, in writing, orally or otherwise.

(b) Confidential Information. The Parties each hereby agree not to disclose any Confidential Information and further agree to review and in good-faith execute a more formal description of the Confidential Information as it becomes known as a result of the performance hereunder or mark any information, data or document as Confidential as they come to light during the performance of this relationship. The confidential information shall be treated as confidential and proprietary for five years from the effective date of this Agreement. Notwithstanding the above, either Party may present this information to their respective attorneys, accountants, Team, associates, partners, officers and/or board members. In the event third parties are in need of information deemed or reasonably believed to be of Confidential value, before any third party may come into possession or "know", both Parties hereto must first agree to the dissemination and if agreed upon, the third party must first be bound to a Confidentiality and Non-Circumvent Agreement. In the event of litigation hereunder, all Confidential information must be filed Confidentially without public dissemination. In the event any party gets served, through the legal process, for information which is or should be reasonable construed as Confidential, the Party served shall first alert the other Party of the service, provide a copy of the service, and allow the other Party to contest the service and request through the legal process prior to any dissemination. The Parties may share Confidential Information and proprietary information with their retained experts and professionals.

(c) Return of Materials. Upon the termination of this Agreement, each Party will deliver to the other all of the Confidential Information of the other Party that it may have in its possession or control, together with all copies and abstracts thereof.

21. ARBITRATION. Any controversy or claim arising out of, or related to, the interpretation, validity, construction, performance, breach or termination of this Agreement, such dispute or controversy shall be settled by arbitration in accordance with the proceedings under the American Arbitration Association ("AAA") rules and such arbitration will be the exclusive dispute resolution method. The decision and award determined by such arbitrator shall be final, conclusive and binding upon both parties.

(a) Arbitration Rules of Engagement. The arbitration shall be conducted by a single arbitrator acting under the then current "Commercial Rules of AAA. The arbitration shall be held in either Lake County, Orange County or Miami-Dade County, Florida, or in Washington County, Oklahoma (to be based on the selection of the party initiating such arbitration) unless otherwise agreed by both parties. Each party to this Agreement will be responsible for the payment of one half (1/2) of the fees plus costs for the arbitration. In the event a dispute is submitted to arbitration, the parties will be responsible for their own legal fees unless otherwise agreed in writing by the parties. Judgement on this binding AAA arbitration shall be entered by any branch of the Miami-Dade Circuit Court with Jurisdiction on the amount at issue. The Parties further agree that any arbitrator must be one with at least 7 years of judicial experience and at least 6 years of private practice experience.

(b) Consent to Personal and Subject Matter Jurisdiction. The arbitrator(s) shall apply either Florida or Oklahoma law (based on the selection of the party initiating such arbitration). The Parties each and respectively hereby consent to the personal and/or subject matter jurisdiction of the state or Federal courts located in either Orange County or Miami-Dade County, Florida or in Washington County, Oklahoma for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) Acknowledgment. BOTH PARTIES HAVE READ AND UNDERSTAND SECTION 21, Arbitration, WHICH BINDS EACH PARTY HERETO TO ARBITRATION. BOTH PARTIES UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, THEY BOTH AGREE TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN SECTION 18, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF ALL RIGHTS OF BOTH PARTIES TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES.

22. General. This Agreement constitutes the entire Agreement between the parties relative to the subject matter hereof, and supersedes all proposals or agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Consulting Agreement as of the day and year first above written.

TAKTIK ENTERPRISES, INC.

By: Dale Takio
Dale Takio, President

For all Notices if sent by email:
dtakio@taktikenterprises.com

COPPER TREE, INC.

By: *Cynthia Blanchard*
Cynthia Blanchard, CEO

For all Notices if sent by email:
cynthia@thepricetower.com

EXHIBIT A
Services and Compensation

Services:

The Consultant is responsible for being available and providing the Services outlined below. The Consultant agrees to devote the time and attention to the Company required to perform the Services.

Primary Services:

The Consultant, through its designee Dale Takio ("Takio"), shall serve as the Executive Vice President & Managing Director of Copper Tree, Inc and its Subsidiaries and aside from equity grants issued to Takio, all other compensation and fees shall be paid directly to the Consultant and at no time shall Takio individually be considered an employee of the Company. During the entire term of this agreement, the Consultant and Takio shall report directly to Cynthia Blanchard ("Blanchard"), CEO Copper Tree, Inc. and a dotted line reporting to any majority directives by the Board of Directors in the absence of Blanchard. These Primary Services shall include, but not limited to the following:

1. Provide managing oversight, guidance and leadership over all employees, contractors, affiliates and vendors of Copper Tree;
2. No less than each calendar quarter, report to the Board of Directors of Copper Tree with all material findings, operational state of Copper Trees Business, Assets or other material findings;
3. Oversee the development and creation of revised pro forma financials commensurate with realities of ongoing due diligence and operational findings;
4. Oversee the development and creation of revised detailed business plans for each revenue center/business unit to align with due diligence operational findings, review and revise pro forma needs;
5. Oversee all operational improvement strategies, plans and implementation models based on due diligence and operational findings and realities;
6. Oversee all a detailed marketing outlines for each respective revenue center/business unit and guide the oversight for all sales and marketing efforts;
7. Provide review, strategies and tactical planning for all operations, projects, engagements and acquisitions determined to be of interest or benefit to Copper Tree.

The Consultant will perform the following functions as a secondary matter:

1. Finalization of reorganization, staff retention and/or replacement and organizational chart updating for new Price Tower team to be in place throughout all phases from acquisition until this agreement has completed;
2. Provide operational review and revamping as needed within each revenue center/business unit;
3. Strategic planning and staging for all final approved tactical implementation of business plans for each revenue center/business unit to commence promptly upon the acquisition of the Price Tower Premises and through to both bridge funding, and all subsequent funding stages and activities;
4. If applicable, oversee any transitional operations for any respective revenue centers/business units to remain operational during any respective transition or remodeling periods; and
5. If applicable, oversee any transitional operations for any respective revenue centers/business units to cease operations or be operational reduced during any respective transition or remodeling periods; and
6. Begin overseeing the execution upon development buildout of all revised or new marketing plans to be implemented upon official takeover and acquisition of the Premises.
7. Provide such other services as the Company may request from time to time.

Cash Fees: The Company shall pay to Consultant a cash fee of **\$16,500.00 per month**.

1. All Cash Fees for each current month of service shall be due not later than last day of each month in which services are to be provided.
2. This Cash Fee structure shall commence on May 1, 2023 for services rendered from May 1, 2023 onwards.
3. Due Date: Payments for Cash Fees shall be due no later than the last day each month unless that day falls on a Saturday or Sunday or on Federal Holiday and in such instances, shall be due on the next business day.
4. All other fees and compensation due for service provided through April 30, 2023 and outlined in Exhibit B shall be due in accordance with the schedules and details outlined in Exhibit B.
5. Late Payments: Company shall have a five-calendar penalty free grace period from the last day of each calendar month. For payments made after five days from the last day of each calendar month, shall incur a \$25.00 service fee for each day following the five (5) day grace period until and including the date in which payment has been made. In the event of any Default as per section 16., all Late Payment fees shall continue to accrue until any defaulting event has been cured.

Reimbursement. Subject to Section 4, the Company shall reimburse Consultant for all reasonable, ordinary, and necessary business expenses incurred in the performance of Consultant's duties hereunder in accordance with and subject to the terms and conditions of the Company's then prevailing standard expense policy, a copy of which has been provided to Consultant. As a condition precedent to obtaining such reimbursement, Consultant shall provide to the Company any and all statements, bills or receipts evidencing the expenses for which Consultant seeks reimbursement, and such other related information or materials as the Company may from time to time reasonably require.

Equity Fees. Consultant has earned or shall be entitled to the following Equity Fees:

1. As described in the WHEREAS clauses above and pursuant to the Original Agreement, three and one-quarter percent (3.2500%) interest in the outstanding limited non-dilutive share interests of Copper Tree Inc. as partial payment of its services provided and for other real value as per previous agreements between the Consultant and the Company, and with the entire 3.25000% of all shares issued and outstanding in Copper Tree, Inc. (the "**Takio Shares**") having already been granted and issued to Dale Douglas Takio and Katalin Nagy-Takio JTWROS as of April 1, 2023 and the par value of these shares are \$0.01 for which there was no charge to Dale Douglas Takio and Katalin Nagy-Takio JTWROS or assign(s), and;
2. On March 7, 2024 upon the one year anniversary of this Agreement, the Consultant shall be granted and issued an additional Equity Fee currently being held in reserve for issuance by the Company and in the amount one percent (1.0000%) of Copper Tree Inc's equity (same class and par value, supra), Issued to Dale Douglas Takio & Katalin Nagy-Takio JTWROS and shall be issued at such time at a price of \$0.01 per share of Copper Tree limited non-dilutive share interests.
3. The shares in Copper Tree Inc., shall be the highest class and shall have no restrictions and with voting rights, and it is represented that only one type of share class has been issued by and for Copper Tree Inc.; provided, however, that in the event the Company receives new funding from an investor that requires preferences over the outstanding equity of the Company, Consultant agrees and acknowledges that the equity granted hereunder may be subordinate to any such new money investor. The Company has no intent to issue any equity other than common stock unless required by any such new money investor. The par value of these shares are \$0.01 for which there shall be no charge to Dale Douglas Takio and Katalin Nagy-Takio JTWROS or assign(s). All shares received by Consultant received pursuant to the Original Agreement and this Agreement shall have a limited non-dilutive aspect in the following regard: Consultant shall receive additional equity to maintain its current ownership interest for (1) any equity issued by Company for compensation to directors, officers, employees or consultants and not for receipt of new funding and (2) the issuance of equity to investors for up to an aggregate of \$5 million in new funding at a valuation lower than \$20 million. All Equity Fees in this section are further detailed in Exhibit B for inclusion in the Company Cap Table.

Additional Cash Fees. Consultant shall, classified as an Additional Cash Fee, receive quarterly additional payments based upon gross revenue every three calendar months. These additional payments shall be based off of gross profits defined as revenue less total expenses for operations before taxes, plus the amount required to service any lines of credit (if applicable) owed by the Company. These additional sums shall then be calculated at a rate of 2.5% of quarterly gross profits. Any fees due under this section shall be payable no later than the last day of the first month following each respective calendar quarter.

Payments Methods: All Cash Fee and Additional Cash Fee payments may be made by ACH payment or by major credit card via a secure payment link to be provided by the Consultant with each invoice issued. No service fees shall be incurred for ACH payments, however if the Company opts to pay any invoice by major credit card, a two and one-half (2.5%) percent fee shall be incurred and automatically added to the next invoice issued to the Company.

Primary Company Contact:

The primary contact from the Company shall be Cynthia Blanchard. E-mail communications to cynthia@thepricetower.com, renee@thepricetower.com, or other emails controlled or directed by Cynthia Blanchard shall be deemed sufficient for all invoicing purposes described herein.

EXHIBIT B
Schedule of Fees Due, Deferred Fees, Equity Issued and Equity Due from Reserves

Schedule of Equity Issued and Equity Due From Reserves

Dale Douglas Takio and Katalin Nagy-Takio JTWR0S			
Description	Earned Scheduled Rate	Total Issued	Issued Par Value per Share of
Phase 1 2022 Agreement Equity Grant Signing Clause	0.250%	0.250%	\$ 0.0100
Phase 2 Cash Fee Reductions for Services Rendered in January, February, March and April, 2023. Issued on the First day of Each Month at a rate of 0.125% per month	0.125%	0.500%	\$ 0.0100
Stock Swap and Apportioned Promissory Note Forgiven in Exchange for Copper Tree Equity	2.500%	2.500%	\$ 0.0100
Total Immediate and Current Equity Grants Earned and Swapped through April 30, 2023		3.250%	\$ 0.0100
Description	Earned Scheduled Rate	Total To Be Issued	To Be Issued at a Par Value per Share of
RESERVED EQUITY - Consultant's Equity Bonus at 1 year - Triggers on and shall be issued on March 7, 2024	1.000%	1.000%	\$ 0.0100

Schedule of Cash Fees Due to Taktik Enterprise, Inc.


Taktik Enterprises, Inc. Cash Fees Due and Cash Fees Voluntarily Re-Deferred for Services to Copper Tree, Inc.			
Fee Due to Taktik Enterprises, Inc and its affiliates (Dale Takio, Mike Moran, Pictoria Studios and Mystic Law, PA Services) for Service Rendered From 2022 to April 30, 2023.	Total Amounts Due	Apportioned Amounts Due On or Before April 30, 2023	Apportioned of Voluntary Re-Deferment as a Promissory Note, or as a Balloon payment due upon a Second Round of Financial or Equity Raise by Copper Tree, Whichever Occurs First
Deferred Cash Due from all of 2022 Service Rendered	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
Non-Deferred Cash Due from all of 2022 Services Rendered	\$ 5,833.33	\$ 5,833.33	
Deferred Cash Due from 2023 Services Rendered (January, February March and April)	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00
Non-Deferred Cash Due from 2023 Services Rendered (January, February March and April)	\$ 20,000.00	\$ 20,000.00	
Balance of Promissory Notes Due	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00
Expenses Due March 2023	\$ 2,496.18	\$ 2,496.18	
Totals	\$ 180,833.33	\$ 103,333.33	\$ 77,500.00

Fees for Services Rendered: For all fees outlined under “Apportioned Amounts Due On or Before April 30, 2023” shall be due on or before April 30, 2023 and subject to sections 4 and 16 of this agreement.

Simplified Promissory Note: All re-deferred cash fees upon executing this agreement shall be entered herein as 12 month interest free promissory note with Copper Tree, Inc. with equal payments due in the amount of \$6,458.33 per month starting on June 1, 2023. Copper Tree, Inc shall make the minimum monthly payment for the term of this promissory note. Copper Tree shall be permitted to prepay this note at any time and without any pre-payment penalties and subject to all terms set for in Section 16. of this agreement and with the same payment methods as outlined in Exhibit A. Should Copper Tree secure any subsequent funding or capital equity raises on or after commencement of this Promissory Note, any applicable balance still due shall immediately balloon and be due within five (5) business days of such event being funded in an account controlled by the Company. For the purposes of this section, the fees outlined under “Apportioned of Voluntary Re-Deferment as a Promissory Note, or as a Balloon payment due upon a Second Round of Financial or Equity Raise by Copper Tree, Whichever Occurs First” shall apply.

Signature Certificate

Reference number: KSFIU-WPWRU-VZMVX-SDRKP

Signer	Timestamp	Signature
Cynthia Blanchard Email: cynthia@thepricetower.com Sent: 06 Apr 2023 23:31:48 UTC Viewed: 07 Apr 2023 00:10:07 UTC Signed: 07 Apr 2023 00:10:24 UTC		
Recipient Verification: ✓ Email verified	07 Apr 2023 00:10:07 UTC	IP address: 160.3.252.5 Location: Bartlesville, United States

Document completed by all parties on:
07 Apr 2023 00:10:24 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



2:03



2 People >

Wednesday 5:36 PM

Happy New Year Cynthia.

Despite any tensions of the past, I sincerely hope that this note finds you and Anthem well and off to a positive and prosperous 2025. ...



Cynthia Blanchard

Hi Mike and Dale

Happy new year to you both also. I have forwarded your text to Paul. He is the one who is and will be handling all of this. Not me. I have no idea how this plays out

Subject



Text Message • SMS



2:03



< Happy New Year Cynthia.

Happy New Year Cynthia.

Despite any tensions of the past, I sincerely hope that this note finds you and Anthem well and off to a positive and prosperous 2025.

We have been following things in the Mcfarlin case and getting various briefings along the way regarding the case, and as always, our hopes have always been to find a way to fairly resolve things for the benefit of everyone involved.

With that in mind, I believe that we may be able to help everyone resolve things immediately and allow you and the Mcfarlin folks to expeditiously close in the sale of the Price Tower

As such, Mike and I would like to see if you are open to resuming talks as soon as possible (with just the 3 of us and no lawyers for now) to

2:03



Happy New Year Cynthia.

As such, Mike and I would like to see if you are open to resuming talks as soon as possible (with just the 3 of us and no lawyers for now) to discuss the possibility of Mike and I offering to agree to a significant reduction in the amounts due to us and with a full release of any shareholder rights/claims in a manner that more seamlessly allows you, the Mcfarlin folks and the court to remove us from any considerations that may otherwise be hurdles to the current state of things in that current case.

If you are open to discussing further and considering how we can help remove any encumbrances related to what is owed to us in a manner that effectively clears out our debts at a significantly reduced rate and at time of closing, then please let us know a good time to chat by phone ~~this evening or tomorrow~~ morning so

2:03



Happy New Year Cynthia.

time of closing, then please let us know a good time to chat by phone this evening or tomorrow morning so that we can all try and come to a fair meeting of minds and move to formalize something immediately.

Please understand that due to the entirety of circumstances on our end, there will have to be a very limited window here for us, and if we don't hear back from you by 12pm est tomorrow, we will not take it personally, however, hope that you can also appreciate that due to our time sensitive needs, we will not be able to make further concessions after that.

For the sake of everyone involved, I sincerely hope to hear your voice again soon.

Cheers and hope to chat soon,

Dale

2:03



CB

MM

2 People >

prosperous 2025. ...



Cynthia Blanchard

Hi Mike and Dale

Happy new year to you both also. I have forwarded your text to Paul. He is the one who is and will be handling all of this. Not me. I have no idea how this plays out but please reach out to him directly.

I hope you and your families are doing well and again happy new year to you both.

CB

Subject



Text Message • SMS



2:03



CB

MM

2 People >

again. Happy to hear from you both.

CB

Thanks for the prompt reply.

Please understand that our intention was to at least have an amicable chat with you first, however we are not opposed to chatting with Paul if he is able to act your behalf.

Since you have already forwarded our message to Paul, it seems only appropriate that if he as your proxy is open to discussing further, that he

Subject



Text Message • SMS



2:03



2 People >

forwarded our message to Paul, it seems only appropriate that if he as your proxy is open to discussing further, that he reach out to us accordingly rather than us initiating contact with him first.

As such, kindly have Paul reach out to us before noon our time tomorrow to discuss and hopefully do what we can to help resolve these hurdles within the current case.

However, If we don't hear from him by then, then I think we can safely assume that there is no

Subject



Text Message • SMS



2:04



2 People >

However, If we don't hear from him by then, then I think we can safely assume that there is no interest on your side to in finding a universally aligned resolution that should prove to benefit all involved and we shall resume on our separate paths accordingly.

Thanks again and hope that we hear from Paul soon.

In the interim, be well ❤️

Cynthia Blanchard

All I can do is ask him to do it I can't make him. I

Subject



Text Message • SMS



2:04



CB

MM

2 People >

In the interim, be well ❤️

Cynthia Blanchard

All I can do is ask him to do it I can't make him. I think it be better for you to reach out directly, but I will definitely ask him to reach out to you. Thank you and hope you all are enjoying the warm weather. It's been cold here but not miserable. Thank goodness!

CB

Cynthia,

Can you send me Paul's current contact info then and I'll reach out to him directly?

Subject



Text Message • SMS



2:04



CB

MM

2 People >

CB

goodness!

Cynthia,

Can you send me Paul's current contact info then and I'll reach out to him directly?

Thanks,
D

Cynthia Blanchard

CB

Sure. You can reach him at paubert@me.com

Ps, not so warm here either. Like 40 degrees which might as well be subzero temps for us Floridians 🤠

Subject



Text Message • SMS



2:04



CB

MM

2 People >

CB

Sure. You can reach him at paubert@me.com

Ps, not so warm here either. Like 40 degrees which might as well be subzero temps for us Floridians 🤠

Can you send his cell too so I can text him a heads up that I'll be reaching out?

Cynthia Blanchard

CB

Oh wow. That's unusual. Well, hopefully it won't get any colder. I'm afraid it's gonna get really cold here next week. :-)

Subject



Text Message • SMS



2:04



CB

MM

2 People >

Ps, not so warm here either. Like 40 degrees which might as well be subzero temps for us Floridians 🤠

Can you send his cell too so I can text him a heads up that I'll be reaching out?

Cynthia Blanchard

Oh wow. That's unusual. Well, hopefully it won't get any colder. I'm afraid it's gonna get really cold here next week. :-)

CB

Sure. [\(713\) 516-2670](tel:(713)516-2670)

CB

Subject



Text Message • SMS



2:02



2 People >

Text Message • RCS
Wednesday 7:18 PM

Hi Paul,

Dale here.

Hope this note finds you well and off to an amazing start to 2025.

Cynthia asked us to reach out to you regarding a chat that we were having earlier today.

She mentioned that she forwarded our text over to you, but not sure if you have seen yet.

Subject



Text Message • RCS



2:02



2 People >

forwarded our text over to you, but not sure if you have seen yet.

Anyway, do you have time to jump on a call or zoom with Mike and I this evening or early tomorrow morning to discuss further?

If so, let us know a good time before noon our time tomorrow and we will schedule accordingly.

Thanks and hope to hear from you soon.

Cheers,
D

Subject



Text Message • RCS

